

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



ITEM: 3.33
(ID # 28697)

MEETING DATE:
Tuesday, November 18, 2025

FROM : PROBATION

SUBJECT: PROBATION DEPARTMENT: Approve the Professional Service Agreement with Safe Family Justice Centers for Community-Led Diversion Services effective upon signature through June 30, 2028 with the option to renew for two (2) additional one-year periods; All Districts. [Total Cost: \$10,860,725; up to \$1,086,073 in additional compensation; 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Safe Family Justice Centers for Community-Led Diversion Services, effective upon signature of this Agreement by both parties and continues in effect through June 30, 2028, with the option to renew for two (2) additional one-year periods, for a total amount not to exceed \$10,860,725, 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 funding and as approved as to form by County Counsel, to (a) sign amendments that exercise the options of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the contract; and,
3. Authorize the Purchasing Agent to issue purchase orders to Safe Family Justice Centers for the purchase of career technical education services provided within the approved compensation amount consistent with the Agreement.


ACTION:Consent


Christopher Wright, Chief Probation Officer 8/26/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: November 18, 2025
xc: Probation

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	\$2,124,105	\$2,140,325	\$10,860,725	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds – Juvenile Justice Crime Prevention Act State Allocation			Budget Adjustment: No	
			For Fiscal Year: 2025/2026 – 2029/2030	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The intention of the Juvenile Justice System is to offer interventions to youth to address the underlying causes of delinquent behavior while fostering individual responsibility and accountability to victims and the community. The Riverside County Probation Department (RCP) has the legal obligation to review all cases submitted by law enforcement to determine if the matter is legally required to be submitted to the District Attorney's Office for review or if the matter can be handled without Court intervention. Ultimately, the goal is to increase positive changes in youth and reduce recidivism.

Juvenile diversion programming is currently in place in Riverside County, for low-level offenses eligible through Section 653.5 of the Welfare and Institutions Code, and the California Rules of Court (Rules 5.514 and 5.516), to allow RCP to divert youth before charges are filed within the formal court process. RCP is looking to expand services for these eligible youth by providing them with more comprehensive services within the community. For youth choosing to voluntarily participate, this diversion program will provide a treatment focused, community-oriented alternative to prosecution with the goal to prevent future entanglement in the juvenile justice system.

Impact on Residents and Businesses

Community-led diversion programs are designed to provide positive social interactions, instilling structure, and addressing the underlying causes of such behavior. These programs are designed to limit exposure to the formal justice process through the courts and strengthen the bond with those in the community.

Additional Fiscal Information

FIVE YEAR ANNUAL BUDGET					
DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4 Option to Renew	YEAR 5 Option to Renew
Total Salaries and Employee Benefits Expenses	\$494,724	\$522,076	\$549,429	\$579,781	\$604,134
Total Program/Operational Cost	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Total Equipment	\$20,000	\$7,500	\$7,500	\$7,500	\$7,500

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Total Travel	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
Total Subcontractors	\$1,518,645	\$1,518,645	\$1,518,645	\$1,518,645	\$1,518,645
Total Administrative/ Overhead/Other	\$42,736	\$44,104	\$45,471	\$46,839	\$48,206
AMOUNT	\$2,124,105	\$2,140,325	\$2,169,045	\$2,200,765	\$2,226,485

**Note 10% contingency in additional compensation not to exceed \$1,086,073 if required*

Contract History and Price Reasonableness

County Purchasing on behalf of the Probation Department issued Request for Proposal (RFP) PRARC-093 for Riverside Community Led Diversion Services. The RFP notification was viewed by 138 vendors with 13 vendors responding to participate in a non-mandatory bidder's conference and a total of 5 bidders submitting bid responses. The proposals were carefully reviewed by an evaluation team consisting of personnel from the Probation Department. Each bid response was evaluated based on the criteria set forth in the RFP: bidder proposal response, bidder qualifications/experience, bidder's proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, bidder's financial status, Clarifications / exceptions/deviations, and credentials / resumes / licenses / certifications.

Based on the overall summation, it is recommended that the contract be awarded to Safe Family Justice Centers, as the lowest, most responsive, and responsible bidder for this project.

ATTACHMENTS:

Professional Service Agreement PRARC_95261-RFP-093-0628


 Stacy Orton, Assistant Director of Purchasing 9/24/2025


 Aaron Gettis, Chief of Deputy County Counsel 9/25/2025

PROFESSIONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY COMMUNITY-LED DIVERSION SERVICES

between

COUNTY OF RIVERSIDE

and

SAFE FAMILY JUSTICE CENTERS



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This Agreement is made and entered into by and between Safe Family Justice Centers, a California non-profit corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, on behalf of its Probation Department, a political subdivision of the State of California (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2028, with the option to renew for up to two (2) additional years in twelve (12) month increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed six million, four hundred thirty-three thousand, four hundred seventy-five dollars (\$6,433,475.00) for Years 1-3, including all expenses and in accordance with the maximum annual amount budgeted for each year as set forth in Exhibit B. The 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 Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to request an annual increase to be considered and approved by COUNTY. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Items - Riverside-San Bernardino-Ontario CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics.

3.3 A Purchase Order (PO) will be issued by an authorized buyer for the service requested and/or goods ordered under this Agreement. The PO will include, at minimum, line-item description, quantity, price, unit of measure, total purchase request, applicable taxes, Agreement reference, as well as appropriate department information for scheduling and/or delivery.

3.4 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

COUNTY OF RIVERSIDE PROBATION DEPARTMENT

PO BOX 833

RIVERSIDE, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number **PRARC-95261-RFP-093-0628**; quantities; item descriptions, unit

prices, extensions, sales/use tax if applicable, invoice total, and meet the requirements outlined in Exhibit B, Payment Provisions, Section B.1, Paragraphs B.1.1 through B.1.3.

b) Invoices shall be rendered in arrears.

3.5 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent, and/or designee, are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement unless otherwise directed by the COUNTY Board of Supervisors. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

5.2 COUNTY may, upon five (5) 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, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or 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 event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. CONTRACTOR to reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

The 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 the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limited to, duplication and/or

distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The 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. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has

performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 The CONTRACTOR shall conduct thorough background checks on all staff, subcontractors, and volunteers to ensure a safe and secure environment for clients, youth, and staff. All individuals who have direct or indirect contact with youth or their families will be screened through the National Sex Offender Public Website (NSOPW) registry. In addition, fingerprinting and criminal background checks through the California Department of Justice (DOJ) will be required as part of the CONTRACTOR's comprehensive screening process.

9.6 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.7 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Supplanting

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 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.

11. Subcontract for Work or Services

It is expected that the CONTRACTOR will subcontract for services as necessary to fulfill the requirements of this Agreement. The CONTRACTOR will develop a formal process for reviewing and approving proposed subcontractors and service offerings, subject to review and acceptance by the County.. The CONTRACTOR shall ensure that all contractual requirements, including insurance, employment eligibility, and applicable performance metrics, are incorporated into all subcontracts. Additionally, the CONTRACTOR shall submit a subcontractor management and monitoring plan for review and approval, which must include procedures for evaluating individual service provider performance and overall program efficacy. This requirement does not apply to contracts of employment between the CONTRACTOR and its personnel assigned under this Agreement, or to subcontractors specifically named in the proposal and previously approved as part of this Agreement.

12. Disputes

12.1 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 reviewed by the COUNTY's Purchasing Department's Procurement Compliance Officer who shall furnish the recommendation in writing. Recommendations may consist of, but not be limited to, cure notices and corrective action processes. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

12.2 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.

13. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

14. Use By Other Political Entities

The 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 California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do COUNTY agencies and have no authority to amend, modify or change any condition of the Agreement. The CONTRACTOR reserves the right to decline participation from agencies outside of California if it is outside their normal business practices.

15. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

16. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

17. Confidentiality

17.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational

procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

17.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17.3 The 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. Please refer to Attachment 1 of this agreement.

18. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

19. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Probation Department
3960 Orange Street, Suite 600
Riverside, CA 92504

CONTRACTOR

Safe Family Justice Centers
28910 Pujol Street
Temecula, CA 92590

20. 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.

21. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

22. Hold Harmless/Indemnification

22.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) 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 Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

22.2 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 own choice 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 Indemnitees as set forth herein.

22.3 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.

22.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22.6 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

23. Insurance

23.1 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.

A. Workers' 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.

B. 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 name the COUNTY as Additional Insureds.

C. 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.

D. Sexual Abuse or Molestation (SAM) Liability:

As the work will include contact with youth, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. We are no longer suggesting that coverage must be written with "admitted" markets. In recent years, an increasing percentage of coverage has moved to surplus lines markets that are "licensed" to conduct business, but not "admitted". These non-admitted markets may offer customized forms and better coverage and better pricing than admitted markets. But a non-admitted market may not be supported by a state's insolvency fund. As a result, you may consider asking for a higher financial size rating as an indication of a non-admitted insurer's financial capacity.

2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention 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 the 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 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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 a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's 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.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6. 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; 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 and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

9. 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

24. General

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

24.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

24.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

24.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

24.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

24.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24.12 TRANSITION CLOSE-OUT PERIOD. Upon expiration or termination of this Agreement for any reason, during the transition close-out period the CONTRACTOR agrees to:

Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and

Assist COUNTY in the orderly transition and transfer of all collaborations and committees to COUNTY and the subsequent Contractor(s); and

Provide, in a timely manner, all file and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to COUNTY or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and

Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

24.13 This Agreement, and/or any subsequent amendment(s), may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each

party of this Amendment 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 Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

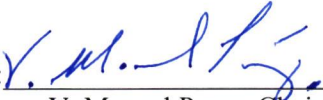
24.14 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


[Intentionally left blank – Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

SAFE FAMILY JUSTICE CENTERS, a California non-profit corporation

By: 
V. Manuel Perez, Chair
Board of Supervisors

By: 
Name: Marshall Hamilton
Title: Executive Director
Dated: 09/22/2025

Dated: 11/18/2025

ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh Tran
County Counsel

By: *Lisa Sanchez*
Lisa Sanchez
Deputy County Counsel

Dated: 09/22/2025

EXHIBIT A
SCOPE OF SERVICES

1.0 PURPOSE/BACKGROUND:

1.1 Riverside County Juvenile Diversion (RCJD) will provide services to eligible youth ages 12 to 17 years and 11 months old in Riverside County, who are referred by Riverside County Probation (RCP).

1.2 CONTRACTOR is to offer interventions to youth to address the underlying causes of delinquent behavior while fostering individual responsibility and accountability to victims and the community. RCP has the legal obligation to review all cases submitted by law enforcement to determine if a case falls within the jurisdiction of the department, or if the matter is legally required to be submitted to the Riverside County office of the District Attorney (DA) for review. CONTRACTOR will develop and/or provide innovative solutions, policies and programs that promote balancing intervention, treatment, and accountability. The overarching objective is to support meaningful progress in youth development and achieve a measurable reduction in recidivism.

1.3 CONTRACTOR shall obtain formal written consent from the youth and parent agreeing to participate in a pre-enrollment screening and an evidence-based assessment process to determine if available diversion programming provided by a Community Based Organization (CBO) would effectively address the risk and needs of the youth. The CONTRACTOR will employ validated risk assessment tools to identify the youth's needs; and at a minimum, must include mental health, substance abuse, and trauma metrics. The use of standardized screening and assessment tools are required to inform every case plan and ensure responsibility to the youth's needs, as well as address the underlying causes of the delinquent behavior. Formal enrollment in RCJD is dependent upon programming availability addressing the participant's assessment results, and the participants and their families' ability and willingness to participate in programming.

1.4 CONTRACTOR shall develop an individualized case plan based on the results of the screening and assessment process, and work with the participant and family to identify and achieve the goals in the case plan for a target range of 30 to 90 days and must not exceed a period of six (6) months. The CONTRACTOR will use the shortest time frame that helps repair harm and demonstrate accountability and reduces chances for further system involvement. The case plan will seek to identify specific achievable goals and actions. The case plan should also identify any ongoing support needs and include appropriate referrals to ensure continuity of care after program completion. The case plan must also address individual responsibility and accountability to victims and the community. RCP expects case plan goals and actions will address the needs of the victims and the community to ensure the repair of any harm is resolved.

1.5 The CONTRACTOR will provide all program participants with formal case management and navigation to facilitate individual service matching and effective engagement strategies to improve participant outcomes. Simply making a service referral or just a warm hand off would be considered minimum engagement and does not meet acceptable program performance standards.

1.6 RCP requires a single point of contact to act as Program Manager to remain readily available for engagement with RCP's program team to facilitate timely coordination and collaboration on program operations.

1.7 RCP will support CONTRACTOR to identify a variety of diversion programming options to offer participants. Ultimately, service delivery needs and procurement of services will be based on the results of the individual assessment results. The CONTRACTOR shall be responsible for managing an estimated 2,000 annual referrals. The CONTRACTOR will assume full responsibility for assessing each referral, determining appropriate service interventions, and tracking all relevant data related to program participation and completion. The CONTRACTOR shall ensure timely access to a comprehensive continuum of direct and subcontracted community-based services designed to meet the individualized needs of youth and their families. These services must include, but are not limited to: individual and group counseling, cognitive behavioral therapy (CBT), trauma-informed care and crisis intervention, substance use education and treatment, anger management, family counseling, academic support and tutorial services, youth mentoring, life skills development, job readiness and employment training, and programming rooted in restorative justice principles. The CONTRACTOR is expected to maintain the capacity to provide these services directly or through subcontractors to ensure equitable access across all regions of the County.

1.8 CONTRACTOR will also seek to improve outcomes for persons who have been harmed by incorporating services rooted in restorative justice principles. The program will provide restorative support to victims by promoting opportunities for collaboration and actively addressing the repair of harm as an integral part of each participant's individualized case plan. For example, victims of offenses such as theft, vandalism, or assault may have experienced harm that should be acknowledged and addressed through appropriate programming. This restorative approach aims to promote healing, accountability, and meaningful resolution for all parties involved.

1.9 CONTRACTOR shall provide services to youth countywide and assess the unique and diverse needs of each community to ensure that diversion programming is trauma-informed, culturally competent, and aligned with the demographics of the target population. CONTRACTOR will develop a comprehensive plan to engage community members and stakeholders with the primary goal of assessing regional needs and identifying the services most beneficial to youth.

1.10 CONTRACTOR will subcontract with embedded organizations throughout the County where youth and families have established connections and trusted relationships. Both the CONTRACTOR and subcontractors will ensure that staff serving this population reflect the diversity of the communities, with experience in working across differences in culture, language, sexual orientation, and race. Priority should be given to engaging individuals with lived experience (credible messengers and experts by experience) to play a central role in designing service delivery models and providing direct services. Their firsthand insight is vital to ensure services are relevant, impactful, and responsive to the communities they serve.

2.0 PROGRAM - TECHNICAL

2.1 CONTRACTOR understands that the purpose of the RCJD program is to provide a pre-file, pre-court diversion option for eligible youth, allowing them to avoid formal prosecution and the negative consequences of entering the juvenile justice system. The program's goals are to reduce recidivism, promote accountability, and support positive behavioral change by addressing the underlying causes of delinquent behavior through community-oriented, treatment-focused services. Success will be measured by the reduction in formal court proceedings, recidivism rates, and improved outcomes for youth and their families, while balancing intervention, treatment, and accountability.

2.2 The CONTRACTOR shall integrate restorative justice principles, evidence-based strategies, and trauma-informed approaches across all aspects of program design, service delivery, and staff training. Restorative justice will serve as the foundation for intervention strategies, emphasizing accountability, repairing harm, and promoting healing within the community. Evidence-based practices, including but not limited to cognitive-behavioral therapy (CBT) and comprehensive case management, will be utilized to address the underlying causes of delinquent behavior. A trauma-informed approach will guide staff in creating a safe, supportive, and responsive environment for youth participants. The CONTRACTOR shall ensure ongoing training and professional development in restorative practices, evidence-based methodologies, and trauma sensitivity to support continuous improvement and alignment with best practices in youth intervention.

2.3 The CONTRACTOR shall implement a structured framework to address the needs of at-risk youth through diverse service delivery, enhanced access to support systems, and strategic resource identification. This process will begin with comprehensive intake procedures, including but not limited to the identification of Adverse Childhood Experience (ACE) scores, to assess each youth's individual needs. Based on these assessments, youth may be enrolled in a range of appropriate services, including voluntary programming, mandated classes, counseling services, individualized case management provided by youth specialists, or a combination thereof.

2.4 The CONTRACTOR has identified several key risks associated with the implementation and operation of youth-serving programs and has developed effective mitigation strategies to address them. To manage potential liability risks, the CONTRACTOR maintains comprehensive nonprofit insurance, supplemented by program-specific coverage tailored to the unique risks of working with youth. To promote participant safety and clarify expectations, all youth and their guardians are required to sign detailed service agreements outlining responsibilities, safety protocols, and program expectations.

2.5 To mitigate compliance-related risks, the CONTRACTOR will engage risk management professionals on a regular basis and maintain strict oversight of all contract obligations. This includes conducting internal reviews and audits to ensure adherence to regulatory requirements and proactively addressing potential issues. In preparation for operational risks, such as staff shortages or unforeseen disruptions to service delivery, the CONTRACTOR will develop and maintain contingency plans. These include cross-training personnel and utilizing flexible scheduling to ensure consistent, uninterrupted service delivery and program effectiveness.

2.6 To ensure services remain relevant and responsive, the CONTRACTOR will actively seek feedback from youth and parents through surveys and other input-gathering methods. This information will be used to continually refine and enhance programming in alignment with current research and the evolving needs of participants.

2.7 CONTRACTOR shall develop a comprehensive Community and Stakeholder Engagement Plan to assess the diverse needs of the communities to be served to ensure diversion programming is trauma informed and culturally competent specific to: The intention and plan to assemble a variety of key stakeholders to gain an understanding of needs, including community members, program providers, and others in the private or public child services system and schools within the community.

2.8 The CONTRACTOR shall host quarterly regional community events and actively participate in community tabling efforts to engage directly with diverse populations. These events provide valuable opportunities to gather real-time feedback from community members. The CONTRACTOR will also implement education and outreach strategies to foster collaboration and cooperation between RCJD and community partners.

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By maintaining ongoing dialogue and collaboration, the CONTRACTOR will ensure that programs are continuously refined to meet the unique and evolving needs of the communities served.

2.9 The CONTRACTOR will implement a structured methodology to assess the existing inventory of youth services available throughout Riverside County. Upon completion of this assessment, the CONTRACTOR will be responsible for maintaining, updating, and expanding the organization's resource directory. This directory will serve as a comprehensive and up-to-date inventory of youth and family service providers, capturing a wide range of programs across the county. Any services to which a youth is referred must be provided by an approved subcontractor in order to be eligible for payment under this contract.

2.10 The CONTRACTOR will gather this information through direct outreach and collaboration with community partners, including local service providers, and schools. Furthermore, the CONTRACTOR will utilize regional Quarterly Partner Meetings and community events as opportunities to collect timely updates from stakeholders regarding new or evolving youth services. This approach will ensure that diversion programs remain informed by a thorough understanding of available resources and continue to operate in a trauma-informed and culturally responsive manner, tailored to the diverse needs of Riverside County's youth populations.

3.0 PHASE COUNTYWIDE IMPLEMENTATION

3.1 PROGRAM PLANNING

3.1.1 Program planning activities will occur during the first two months after contract execution in collaboration with RCP, the CONTRACTOR, and Program evaluator(s) and will address the following:

- 3.1.1.1** Eligibility, screening, assessment and referral processes and procedures;
- 3.1.1.2** Regional plans to engage community and public safety stakeholders to determine service delivery capacity and needs;
- 3.1.1.3** Engagement and establishment of a diverse pool of qualified subcontractors to deliver direct services to program participants;
- 3.1.1.4** Development of participant case plan performance management and reporting;
- 3.1.1.5** Identification of automated tool(s) to capture program performance data and address program goals and outcomes described above;
- 3.1.1.6** RCP prescribed data collection and performance management plan to meet monthly, quarterly, annual reporting requirements, as well as program evaluation requirements, and;
- 3.1.1.7** Communication methods to ensure timely communication with all stakeholders.

3.2 Phase 1: Initial Setup and Preparations (First 90 Days)

3.2.1 Within the first 90 days of the grant being awarded, the following critical objectives will be achieved:

- 3.2.1.1 Job Postings and Recruitment:** List job offers for new positions, if necessary, and begin recruitment for key roles needed for program implementation.
- 3.2.1.2 Consultations:** Initiate consultations with RCP to develop protocols for data tracking and compliance with contract requirements.
- 3.2.1.3 Protocol Development:** Establish data collection, tracking, and reporting protocols to ensure timely and accurate evaluation of program activities and impact.

- 3.2.1.4 Resource and Supply Procurement:** Purchase necessary program supplies and materials for successful program implementation and participant engagement.
- 3.2.1.5 Outreach and Curriculum Development:** Develop outreach materials to draft trauma-informed and culturally responsive curriculum materials tailored to the target population.
- 3.2.1.6 Increase Office Capacity:** Enhance office capacity to support expanded programming and ensure adequate space for staff and program activities, if necessary.
- 3.2.1.7 Subcontractor Acquisition and Planning:**
 - 3.2.1.7.a** Identify service gaps and assess regional needs.
 - 3.2.1.7.b** Develop subcontractor criteria (e.g., licensure, youth experience, cultural responsiveness).
 - 3.2.1.7.c** Establish a formal Subcontractor Review and Approval Process with input from RCP, ensuring proposed subcontractors are vetted and meet performance and compliance requirements.
 - 3.2.1.7.d** Create internal procedures for subcontractor onboarding, including expectations for data sharing, background clearances, and compliance with trauma-informed practices.
 - 3.2.1.7.e** Outline a timeline for participant referrals and subcontractor performance review protocols.

3.3 Phase 2: Program Launch and Early Implementation (First 6 Months)

- 3.3.1** As infrastructure is established, the program will officially launch and begin providing services:
 - 3.3.1.1 Program Launch:** Officially begin accepting referrals and initiating service delivery through the diversion program.
 - 3.3.1.2 Data Collection and Reporting:** Begin adhering to data collection protocols, ensuring that program outcomes are tracked in alignment with grantor requirements. Conduct the second or third round of surveys to solicit feedback from stakeholders and participants, using results to create feedback loops for continuous improvement.
 - 3.3.1.3 Program Expansion:** Continue to build capacity and scale outreach efforts, refine curriculum, and ensure that all operational and logistical elements are functioning smoothly to support growing participant numbers.
 - 3.3.1.4 Subcontractor Engagement:**
 - 3.3.1.4.a** Finalize contracts with approved service providers.
 - 3.3.1.4.b** Begin referrals to subcontractors based on assessed participant needs.
 - 3.3.1.4.c** Monitor subcontractor performance using submitted data, feedback, and periodic check-ins.
 - 3.3.1.4.d** Address any compliance or quality issues promptly through corrective action plans, if necessary.

3.4 Phase 3: Mid-Program Review and Participant Feedback (First 9 Months)

- 3.4.1** This phase will prioritize evaluation, refinement, and the delivery of extended services:
 - 3.4.1.1 Feedback Engagement:** Gather feedback from youth and families who have completed programming to assess the quality and effectiveness of

services.

3.4.1.2 Referral to Service Providers: Begin referring program completers to the broader service provider network to ensure continuity of care and access to community-based supports post-diversion.

3.4.1.3 Ongoing Services: Maintain services for youth who have completed their initial diversion period but continue to need support. Services will remain trauma-informed, culturally relevant, and strengths-based.

3.4.1.4 Subcontractor Evaluation:

3.4.1.4.a Conduct formal reviews of subcontractor performance and service efficacy.

3.4.1.4.b Use stakeholder feedback and performance data to determine ongoing partnership suitability.

3.4.1.4.c Adjust subcontractor network if necessary to address service gaps or regional disparities.

3.5 Phase 4: Sustainability and Growth Planning (By End of Year One)

3.5.1 In the final months of the first year, the focus will shift toward sustainability and expansion:

3.5.1.1 Data Review and Impact Reporting: Analyze year-end program data to evaluate effectiveness in reducing recidivism, improving access to services, and fostering youth success.

3.5.1.2 Program Expansion Planning: Use insights and evaluation findings to identify opportunities for countywide scale-up, including expanded subcontractor partnerships and additional staffing as needed.

3.5.1.3 Subcontractor Network Optimization:

3.5.1.3.a Reassess network capacity and regional service coverage.

3.5.1.3.b Continue building relationships with trusted community providers to support growth.

4.0 FEEDBACK PLAN

4.1 CONTRACTOR shall implement a comprehensive, trauma-informed feedback strategy to assess program satisfaction and effectiveness from both youth participants and persons harmed. This plan will utilize structured surveys administered at defined intervals—during program engagement and post-completion—to collect data on participant satisfaction, program impact, and areas in need of improvement.

4.2 At intake, case managers will conduct thorough assessments to identify and document any potential conflicts of interest, thereby promoting transparency and establishing trust from the outset. As part of the restorative approach, case managers will also make proactive efforts to contact persons harmed, seeking their perspectives on the incident and the program's response.

4.3 To ensure impartiality and uphold trauma-informed practices, a separate case manager—who is not involved with the youth participant's case—will be assigned to engage with and provide support to persons harmed. This division of roles ensures that both parties are heard in a respectful and unbiased manner.

4.4 All feedback collected will be reviewed on a regular basis by program leadership and used to inform continuous program improvement. This will ensure that service delivery remains culturally responsive, effective, and aligned with the evolving needs of participants and the broader community.

5.0 IMPLEMENTATION and OPERATIONS

5.1 CONTRACTOR will ensure that all referrals are contacted within 48 hours (2 business days) to initiate the intake and assessment process. During intake, a Youth Specialist introduces the program, provides an overview of agency services, and completes an informed consent process. A comprehensive needs assessment is conducted, covering areas such as basic needs, emotional support, legal needs, safety concerns, and referrals to necessary services, paid for by CONTRACTOR. The intake process typically takes between 30 minutes to 2 hours, depending on the complexity of the case. SMART goals are collaboratively set with the youth and their families, ensuring alignment with program objectives.

5.2 The CONTRACTOR confirms its willingness and ability to implement an evidence-based assessment tool hosted on a secure web-based server. Their team will be experienced with using such tools for data collection and evaluation, ensuring confidentiality and security of youth data in compliance with federal and state regulations. The tool will be used for both initial assessments and ongoing monitoring of youth progress.

6.0 SCREENING INTAKE PROCESS

6.1 The screening and intake process shall begin within 48 hours of receiving a referral. A Youth Specialist will conduct the intake, which shall include a needs assessment covering basic needs, emotional needs, legal needs, and safety concerns. To engage youth and families, CONTRACTOR will employ a strengths-based approach, focusing on the youth's potential rather than deficits. SMART goals are collaboratively set with youth and their families to align program objectives with personal aspirations. This method fosters intrinsic motivation and a sense of ownership over their progress. CONTRACTOR will also use innovative digital tools, such as online surveys and communication apps, to maintain engagement with families and encourage program acceptance.

6.2 The consent and engagement documents used by CONTRACTOR will be designed to be clear, concise, and youth-friendly. The language is adapted to ensure that both the youth and their families fully understand the terms of participation. The documents emphasize collaborative goal-setting and outline the youth's and family's roles in the program. Additionally, the CONTRACTOR will use motivational interviewing techniques during the consent process to maximize intrinsic motivation, ensuring that youth are engaged not out of obligation, but because they see value in the program. Participants will be clearly informed of their rights during the intake process. This information is provided verbally and in writing, with opportunities to ask questions to ensure full comprehension.

6.3 Strict confidentiality protocols will be in place by the CONTRACTOR. Participants and families are informed during intake that all information shared during program participation is protected. All staff are trained in confidentiality procedures, and secure systems are used for documenting sensitive information. Families sign a confidentiality agreement during intake to confirm understanding.

7.0 Formal process of documentation and agreement by youth and family that at a minimum address the following:

7.1 Each youth's case plan will be developed during the intake process, with measurable objectives created using the SMART framework (Specific, Measurable, Achievable, Relevant, Time-bound). These objectives may include improving school attendance, completing community service, or attending counseling sessions. Youth and their families are actively involved in setting these goals, ensuring they are realistic all tailored to the specific needs of the youth.

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7.2 The typical timeline for program completion is 30 to 90 days, with the possibility of extending up to six months based on individual needs. The agreed-upon timeline is clearly documented and included in the participant's case plan, with regular reviews to assess progress toward goals.

7.3 Compliance with program terms will be monitored through scheduled check-ins every 30, 60, and 90 days. During these follow-ups, youth specialists review progress toward SMART goals and document any areas of concern. Adjustments to the case plan will be made as necessary to ensure continued progress. Families are included in these reviews to maintain transparency and support.

7.4 The program incorporates a system of positive reinforcement for active participation, including recognition in monthly reports, certificates of completion, and additional privileges such as participation in special events. In cases of limited or inconsistent participation, CONTRACTOR will use a tiered approach, starting with a conversation about barriers and moving to corrective actions such as additional meetings with the Youth Specialist. Termination from the program is a last resort, reserved for serious or repeated noncompliance.

7.5 Where appropriate, the CONTRACTOR shall ensure that input from persons harmed is actively sought, documented, and integrated into the youth's case plan. The assigned Youth Specialist will collaborate closely with referring agencies and/or victim advocates to incorporate this feedback. This process promotes accountability, encourages empathy in youth participants, and supports a restorative approach to addressing harm.

7.6 During the intake process, youth and their families will be provided with detailed information regarding their rights, including the option to decline participation in the diversion program. This is communicated both verbally and in writing by the Youth Specialist, ensuring clarity on the implications of both participating in and declining the program. A formal acknowledgment form is signed by both the youth and their parent or guardian, confirming that they understand their right to decline. This signed acknowledgement will be stored in the youth's file as part of their case documentation.

8.0 DATA COLLECTION AND REPORTING

8.1 CONTRACTOR shall work closely with RCP to ensure that all subcontractors and service providers meet program requirements. Subcontractors will be evaluated based on their expertise, experience working with at-risk youth, and alignment with program goals. Feedback is gathered from RCP and other stakeholders, and final approval is obtained through a formal review process. Subcontractors are required to meet all compliance requirements and adhere to performance standards as agreed with RCP.

8.2 Communication between CONTRACTOR and RCP shall occur on a bi-weekly basis via progress reports, email updates, and scheduled meetings. Program activities are monitored through regular check-ins with youth and families, bi-weekly team meetings, and monthly reviews of case files. In addition, quarterly performance evaluations are conducted to ensure adherence to program goals and to address any challenges in service delivery.

8.3 CONTRACTOR will use available data, including youth demographic data, school attendance records, and crime statistics, to assess the needs of different regions. This information is analyzed to determine which services are most needed in high-risk areas. Additionally, feedback from community partners and youth surveys help guide the tailoring of services to meet the needs of diverse populations across Riverside County.

8.4 The Program will operate with flexible hours to accommodate the varying schedules of youth and their families. Service hours will include after-school programs from 3:00 P.M. to 7:00 P.M., with additional summer offerings and weekend field trips. Service locations are chosen based on accessibility for youth, prioritizing schools, community centers, and community based organizations, in high-need areas. CONTRACTOR will also work closely with participants and their families to build individualized schedules that align with their work and school commitments, ensuring maximum participation. Evening and weekend offerings are prioritized to meet the needs of working families and students.

8.5 CONTRACTOR will adhere to RCP's prescribed data collection and performance management plan and will meet monthly, quarterly, and annual reporting requirements for both local and federal requirements. The program will work closely with RCP and any third-party evaluators to ensure data transparency and accurate reporting.

8.6 The data collection plan includes tracking youth attendance, progress toward SMART goals, and compliance with program terms. Monthly reports will include participation data, goal completion, and case notes. Quarterly reports will provide deeper insights into program outcomes, and annual reports will include a full evaluation of program performance, including recidivism rates and the impact on school attendance and academic progress.

8.7 The CONTRACTOR will utilize a secure, web-based case management system to capture and analyze program performance data. This should track youth participation, goal setting, progress monitoring, and compliance with program objectives. Automated reminders ensure timely follow-ups, and reporting features allow for quick access to real-time data, which can be used to evaluate program outcomes and inform decision-making.

9.0 MONTHLY SUMMARY REPORT

9.1 The CONTRACTOR shall provide a Monthly Summary Report to designated RCP and/or party by the 15th workday of each month following the previous month in which services were provided. The report shall include, but is not limited to:

- 9.1.1** Number of referrals to RCJD.
- 9.1.2** Number of referrals to RCJD where contact was attempted/made with youth/family within 48 hours.
- 9.1.3** Number of youth matched to direct service provider within 14 days.
- 9.1.4** Number of youth participants provided an assessment and case plan.
- 9.1.5** Number of active participants in RCJD.
- 9.1.6** Number and names of all CBOs that provided direct services.
- 9.1.7** List of services provided by each service provider.
- 9.1.8** Number and name (abbreviated) of all youth (disaggregated by race/ethnicity, age, gender, and zip code, further disaggregated by program outcomes, including but not limited to:
 - 9.1.8.a** Successfully completed RCJD
 - 9.1.8.b** Unsuccessfully completed RCJD
 - 9.1.8.c** Declined to Participate
 - 9.1.8.d** Not Eligible for Services (with reason)
- 9.1.9** Average length of time in the program for youth who completed RCJD.
- 9.1.10** Additional data as outlined above in section "Program Goals, Outcomes, and Performance Management" of this report.

10.0 ENHANCED PROGRAM FEATURES:

10.1 CONTRACTOR will implement virtual components to complement their in-person services. Virtual options include online mentoring sessions, virtual workshops, and digital educational resources. For youth who face transportation barriers or scheduling conflicts, virtual check-ins provide an alternative way to stay engaged in the program. The goal is to create a hybrid model that enhances service delivery by offering flexibility while maintaining consistent participation. CONTRACTOR will utilize secure, web-based platforms to ensure privacy and accessibility for all participants.

10.2 The CONTRACTOR shall be committed to providing services to non-English speaking participants and their families and employ bilingual staff and volunteers to assist with intakes, assessments, and ongoing communications. Additionally, all program materials, including consent forms and educational resources, shall be available in both English and Spanish to accommodate the needs of a diverse population. For other languages, CONTRACTOR will work with local translation services and community partners to ensure every participant and family member can fully engage in the program.

10.3 CONTRACTOR will partner with local businesses, such as coffee shops and retailers, and other community organizations, to offer participants paid internships and entry-level job opportunities. CONTRACTOR will leverage existing partnerships with community organizations that have established career readiness programs to help youth gain valuable work experience.

10.4 The CONTRACTOR'S career workshops will provide essential skills training, including resume building, interview preparation, and workplace readiness. Case managers will assist participants by offering one-on-one support in crafting resumes, honing interview techniques, and preparing for entry-level positions. Additionally, participants will receive guidance on workplace etiquette, communication, and conflict resolution to ensure long-term job retention. By tailoring job placements to align with participants' interests and strengths, aiming to foster successful transitions into the workforce and lasting career growth.

11.0 PROGRAM DELIVERY

11.1 CONTRACTOR will ensure that each provider sub-contracted for direct service delivery, will utilize an evidence-based assessment tool to identify the specific needs of youth and their families. The assessment will cover areas such as emotional, behavioral, and social needs, ensuring that the support provided is tailored to each participant.

11.2 CONTRACTOR will ensure that for every RCJD referral, the results of the evidence-based assessment will be used to construct an individualized case plan. The case plan will address the identified needs of the youth, establish measurable goals, and include pro-social activities to support their development. Subcontracted providers will work with the youth to ensure that goals are clear, achievable, and aligned with the youth's needs.

11.3 CONTRACTOR will ensure that each case plan will outline a clear anticipated time frame for program participation, typically between 30 to 90 days, with a maximum duration of six months. This time frame will be communicated to the youth and their family, ensuring that expectations for meeting diversion requirements are clear from the start.

11.4 CONTRACTOR will ensure that ongoing case management services will be provided to each youth based on their case plan. Direct intervention services, such as counseling will be scheduled around the school and work commitments of the youth and their families to ensure accessibility. This ensures that programming is flexible and supportive of the youth's overall schedule.

11.5 CONTRACTOR will ensure that it will communicate the completion status (successful or unsuccessful) of each youth's participation in the RCJD program to the referring agency. This will include a final report detailing whether the youth met the diversion requirements and achieved the goals outlined in their case plan.

12.0 INTAKE AND ASSESSMENT

12.1 The CONTRACTOR will ensure the following:

- 12.1.1 Contact within 48 Hours:** CONTRACTOR will contact the referred youth and their family within 48 business hours of receiving the referral to discuss the program's eligibility and provide an overview of the services available.
- 12.1.2 Written Consent:** We will obtain written consent from the youth and their parent/guardian, ensuring they understand and agree to participate in the RCJD program, along with their rights and responsibilities.
- 12.1.3 Pre-Enrollment Assessment:** A pre-enrollment evidence-based assessment will be conducted to determine the needs of the youth. This assessment will guide the development of a personalized case plan aimed at addressing those needs and ensuring successful program outcomes.
- 12.1.4 Notification of Non-Contact or Enrollment:** Within 14 business days of receiving the original referral, if we are unable to establish contact with the youth or family, or if they choose not to participate, SAFE FJC will notify RCP. If the youth is successfully enrolled, the referral agency will be informed accordingly.

**EXHIBIT B
PAYMENT PROVISIONS**

FIVE YEAR ANNUAL BUDGET					
DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4 Option to Renew	YEAR 5 Option to Renew
AMOUNT	\$2,124,105	\$2,140,325	\$2,169,045	\$2,200,765	\$2,226,485

Safe Family Justice Centers	
YEAR 1	
Total Salaries and Employee Benefits Expenses	\$ 494,724.00
Total Program/Operational Cost	\$ 20,000.00
Total Equipment	\$ 20,000.00
Total Travel	\$ 28,000.00
Total Subcontractors	\$ 1,518,645.00
Total Administrative/Overhead/Other	\$ 42,736.00
Total Annual Cost	\$ 2,124,105.00
Total # Youth / Referral Served	2100
Total Cost (provide fully burden rate/per Youth / Referral)	\$ 1,011.48
Anticipated # of subcontractors	2

Safe Family Justice Centers	
YEAR 2	
Total Salaries and Employee Benefits Expenses	\$ 522,076.00
Total Program/Operational Cost	\$ 20,000.00
Total Equipment	\$ 7,500.00
Total Travel	\$ 28,000.00
Total Subcontractors	\$ 1,518,645.00
Total Administrative/Overhead/Other	\$ 44,104.00
Total Annual Cost	\$ 2,140,325.00
Total # Youth / Referral Served	2100
Total Cost (provide fully burden rate/per Youth / Referral)	\$ 1,019.21
Anticipated # of subcontractors	2

Safe Family Justice Centers	
YEAR 3	
Total Salaries and Employee Benefits Expenses	\$ 549,429.00
Total Program/Operational Cost	\$ 20,000.00
Total Equipment	\$ 7,500.00
Total Travel	\$ 28,000.00
Total Subcontractors	\$ 1,518,645.00
Total Administrative/Overhead/Other	\$ 45,471.00
Total Annual Cost	\$ 2,169,045.00
Total # Youth / Referral Served	2100
Total Cost (provide fully burden rate/per Youth / Referral)	\$ 1,032.88
Anticipated # of subcontractors	2

Safe Family Justice Centers	
YEAR 4 (Option to Renew)	
Total Salaries and Employee Benefits Expenses	\$ 579,781.00
Total Program/Operational Cost	\$ 20,000.00
Total Equipment	\$ 7,500.00
Total Travel	\$ 28,000.00
Total Subcontractors	\$ 1,518,645.00
Total Administrative/Overhead/Other	\$ 46,839.00
Total Annual Cost	\$ 2,200,765.00
Total # Youth / Referral Served	2100
Total Cost (provide fully burden rate/per Youth / Referral)	\$ 1,046.56
Anticipated # of subcontractors	2

Safe Family Justice Centers	
YEAR 5 (Option to Renew)	
Total Salaries and Employee Benefits Expenses	\$ 604,134.00
Total Program/Operational Cost	\$ 20,000.00
Total Equipment	\$ 7,500.00
Total Travel	\$ 28,000.00
Total Subcontractors	\$ 1,518,645.00
Total Administrative/Overhead/Other	\$ 48,206.00
Total Annual Cost	\$ 2,226,485.00
Total # Youth / Referral Served	2100
Total Cost (provide fully burden rate/per Youth / Referral)	\$ 1,060.23
Anticipated # of subcontractors	2

INVOICING

B.1 The CONTRACTOR shall keep and maintain the following supporting documentation for each monthly invoice and keep it on file for periodic review. CONTRACTOR will be provided with the required documentation that must accompany each invoice, along with submission details.

B.1.1 Attendance Records: Documentation of participant attendance for each workshop or program, including number of participants, dates, and location of services. Client names should not be included.

B.1.2 The CONTRACTOR shall provide the following supporting documentation with the final monthly invoice of the fiscal year:

B.1.3 Detailed Expense Report: A breakdown of all expenses incurred for the services provided during the annual billing period, including but not limited to payroll and timekeeping records, applicable invoices and receipts.

B.1.4 Schedule of Workshops: Retain a schedule that details the dates and times of workshops conducted as well as location.

B.2 Miscellaneous Requirements

B.2.1 Funds are available upon award and should be spent by the end of each fiscal year for the award period of performance duration.

B.2.2 CONTRACTOR will report on the persons serviced and the types of services provided and the expenditure of funds according to a schedule determined by the Juvenile Coordinating Council (JJCC) or designee.

B.2.3 CONTRACTOR will report out on related data outcomes for services provided to the COUNTY and the evaluation vendor, the nationally/locally recognized research and evaluation firm, which provides external evaluation services and contracted with the COUNTY to collect and provide data analysis regarding all JJCPA funded programs. The information will focus on unique, program-specific outcomes as well as cross-program outcomes and number of participants (your and families).

B.2.4 CONTRACTOR will be required to report out to the JJCC at the last JJCC meeting of the fiscal year, at a minimum. CONTRACTOR will be notified of scheduled meeting. The fiscal year starts July 1 of each year and ending June 30 of the following year.

B.2.5 All expenditures must post by June 30th of every award year.

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Safe Family Justice Centers

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Professional Service Agreement for Riverside County Community-Led Diversion Services (the "Underlying Agreement") between the County of Riverside ("County") and Safe Family Justice Centers ("Contractor") and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

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

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,

- b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

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

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

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

- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

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

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

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

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

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

individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
 - 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
 - C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
 - D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
 - B. **Effect of Termination.**
 - 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such

PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

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

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471











PRARC-95261-RFP-093-0628_Safe Families Justice Center_FINAL

Final Audit Report

2025-09-22

Created:	2025-09-22
By:	Melissa Curtis (MeCurtis@RIVCO.Org)
Status:	Signed
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"PRARC-95261-RFP-093-0628_Safe Families Justice Center_FINAL" History

-  Document created by Melissa Curtis (MeCurtis@RIVCO.Org)
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-  Document emailed to marshallhamilton@safefamiliesca.org for signature
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-  Signer marshallhamilton@safefamiliesca.org entered name at signing as Marshall Hamilton
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-  Document e-signed by Marshall Hamilton (marshallhamilton@safefamiliesca.org)
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-  Document emailed to lisanchez@rivco.org for signature
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-  Signer lisanchez@rivco.org entered name at signing as Lisa Sanchez
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-  Document e-signed by Lisa Sanchez (lisanchez@rivco.org)
Signature Date: 2025-09-22 - 8:48:20 PM GMT - Time Source: server- IP address: 158.61.6.0
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