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

**ITEM:** 3.41
(ID # 30249)
**MEETING DATE:**
Tuesday, June 23, 2026

**FROM :** PROBATION

**SUBJECT:** PROBATION DEPARTMENT: Approve the Professional Service Agreements with Kindful Restoration, Solid Ground Wellness in Recovery, LLC., and Starting Over, Inc., for Youth Transitioning to a Less Restrictive Program (LRP) for Transitional Housing and Support Services through June 30, 2028, with the option to renew for two additional one-year periods through June 30, 2030, for a Total Aggregate Amount not to exceed $5,152,070; All Districts. [Total Cost: $5,152,070; up to $515,207 in additional compensation $2,000,000 OYCR Grant Funds; $3,152,070 Probation Department funds]

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

1. Approve the Professional Service Agreements with Kindful Restoration, Solid Ground Wellness in Recovery, LLC., and Starting Over, Inc., for Transitional Housing and Support Services through June 30, 2028, with the option to renew for two additional one-year periods through June 30, 2030, for a total aggregate amount not to exceed $5,152,075, and authorize the Chair of the Board to sign the Agreements on behalf of the County,

Continued on page 2

**ACTION:**

Christopher Wright
Christopher Wright, Chief Probation Officer 6/11/2026

**MINUTES OF THE BOARD OF SUPERVISORS**

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

| | |
|---|---|
| Ayes: | Medina, Spiegel, Washington, Perez, and Gutierrez |
| Nays: | None |
| Absent: | None |
| Date: | June 23, 2026 |
| xc: | Probation |

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

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

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

2. Authorize the 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) move the allocated funds among the vendors; (b) sign amendments that exercise the options of the Agreements, including modifications of the statement of work that stay within the intent of the Agreement; (c) 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 Kindful Restoration, Solid Ground Wellness in Recovery, LLC., and Starting Over, Inc., for the purchase of transitional client support services provided, not to exceed the approved aggregate amount consistent with the Agreements.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|---|---|---|---|
| COST | $1,175,179 | $1,241,472 | $5,152,070 | $0 |
| NET COUNTY COST | $0 | $0 | $0 | $0 |

| | |
|---|---|
| **SOURCE OF FUNDS:** $2,000,000 Grant Funds – Office of Youth and Community Restoration (Less Restrictive Placement Grant)<br>$3,152,070 - Probation Department Funds | **Budget Adjustment:** No<br>**For Fiscal Year:** 2026/2027 – 2029/2030 |

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

**BACKGROUND:**

**Summary**

On September 30, 2020, Governor Gavin Newsom signed Senate Bill (SB) 823 (Chapter 337, Statutes of 2020), initiating the closure of the state's Division of Juvenile Justice (DJJ) and realigning those functions to county governments. Under SB 823, DJJ intake closed for most clients on July 1, 2021, making counties fully responsible for housing, programming, and treatment of youth with higher offense levels and specialized treatment needs who could no longer be committed to DJJ.

In response, the Riverside County Probation Department established the Secured Youth Treatment Facility (SYTF), known as Pathways to Success (PTS). The facility provides a rehabilitative environment designed to deliver individualized services that promote personal growth, successful community reintegration, and long-term reduction in recidivism.

Subsequent legislation under SB 92 authorizes probation departments to recommend transferring eligible clients from an SYTF to a Less Restrictive Program (LRP), such as a halfway house or community service program, following a review hearing before the Court. These transfers are reserved for clients who have met specific PTS program benchmarks and demonstrated readiness for community reentry.

Riverside County Probation has secured funding from the Office of Youth and Community Restoration (OYCR) to develop partnerships with community-based organizations (CBOs) that will enhance reentry success. This grant focuses on facilitating a smooth and effective transition from SYTF placement to LRPs through trauma-informed, individualized, and age-appropriate interventions.

To achieve these objectives, the department will procure CBO partners to provide:

- Transitional housing services
- Case management services
- Life skills and financial literacy training
- Educational and vocational programs
- Income assistance and employment support
- Transportation and community reintegration assistance

Through these collaborations, Riverside County Probation seeks to build a comprehensive network of transitional housing and supportive services to help clients complete the remainder of their baseline terms in a safe, structured, and rehabilitative community setting, paving the way for sustainable reintegration and reduced recidivism.

**Impact on Residents and Businesses**

Transitional support services and programs are designed to provide transitional housing options, intensive case management and supervision, comprehensive support services, transportation and accessibility. These programs are designed to limit exposure to the formal justice process through the courts and strengthen the bond with those in the community. Thereby, creating and supporting successful reintegration into the community.

**Additional Fiscal Information**

| Supplier | YEAR 1 | YEAR 2 | YEAR 3 Option to Renew | YEAR 4 Option to Renew |
|---|---|---|---|---|
| Kindful Restoration | $302,146 | $315,569 | $329,622 | $344,334 |
| Solid Ground Wellness in Recovery, LLC | $601,501 | $616,139 | $634,246 | $652,867 |
| Starting Over, Inc. | $271,532 | $309,764 | $361,714 | $412,636 |
| TOTAL AMOUNT* | $1,175,179 | $1,241,472 | $1,325,582 | $1,409,837 |

**Note 10% contingency in additional compensation not to exceed $515,207 if required*

**Contract History and Price Reasonableness**

County Purchasing on behalf of the Probation Department issued Request for Proposal (RFP) PRARC-095A for Transitional Client Support Services. The RFP notification was viewed by 97 vendors and a total of 7 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 contracts be awarded to Kindful Restoration, Solid Ground Wellness in Recovery, LLC., and Starting Over, Inc., as the lowest, most responsive, and responsible bidders for this project.

**ATTACHMENTS:**

**Professional Service Agreements:**
**PRARC-95261-001-06/29 – Kindful Restoration**
**PRARC-95261-002-06/29 – Solid Ground Wellness in Recovery, LLC**
**PRARC-95261-003-06/29 – Starting Over, Inc.**

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 6/15/2026

# PROFESSIONAL SERVICE AGREEMENT

**for**

**OYCR LESS RESTRICTIVE PROGRAM (LRP) GRANT SERVICES**
**(Transitional Client Support)**

**between**

**COUNTY OF RIVERSIDE**

**And**

**KINDFUL RESTORATION**



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This Agreement is made and entered into this 23rd day of June, 2026, by and between Kindful Restoration, a California Nonprofit Corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, 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 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 for two (2) years, with the option to renew for an additional two (2) years in consecutive one-year periods by a written amendment signed by the authorized representatives of both parties, 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 to 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 Hundred Seventeen Thousand Seven Hundred and Fifteen Dollars ($617,715) for the initial two (2) year term of this agreement including all expenses. 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. 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 be considered and approved by COUNTY. 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 for 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.

**3.3** 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-95278-001-05/30; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

**3.4** 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.

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, 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 his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. 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, he 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. 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 that the COUNTY deems to be appropriate, including, but not limit 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 fully 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** 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.

**9.6** 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. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** 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 decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** 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.

**12. 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.

**13. 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 Riverside County. 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.

**14. Non-Discrimination**

CONTRACTOR shall not 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. §12101 et seq.) and all other applicable laws or regulations.

**15. 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 (5) 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.

## 16. Confidentiality

**16.1** 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.

**16.2** 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.

**16.3** 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 I of this Agreement.

## 17. 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.

**18. 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 (2) days after their deposit in the United States mail, postage prepaid:

| **COUNTY OF RIVERSIDE** | **CONTRACTOR** |
|---|---|
| Probation Department | Kindful Restoration |
| 3960 Orange Street, Suite 600 | 7344 Magnolia Ave, Suite 110&130 |
| Riverside, CA 92504 | Riverside CA 92504 |

**19. 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.

**20. 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 ten (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.

**21. Hold Harmless/Indemnification**

**21.1** 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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** 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.

**21.3** 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.

**21.4** 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. <u>Insurance</u>**

**22.1** 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.

**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. Excess or Umbrella Liability policies used to meet the limits of liability required by RFP# 095A, said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein.

No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**C. Vehicle Liability:**

If vehicles or mobile equipment is 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. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage

with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. Sexual Abuse or Molestation (SAM) Liability:**

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/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.

**F. 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. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $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 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. 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) 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.

5) 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 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) 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.

**23. <u>General</u>**

**23.1** 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.

**23.2** 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.

**23.3** 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.

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

**23.5** 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.

**23.6** 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.

**23.7** 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.

**23.8** 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.

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

**23.10** 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).

**23.11** 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.

**23.12** 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.

**23.13** This Agreement 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 to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement 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.

[Signature Page Follows]

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

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

Dated: JUN 2 3 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By:
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez (May 20, 2026 11:32:24 PDT)
Deputy County Counsel

**KINDFUL RESTORATION,** a California Nonprofit Corporation

By: Ernest Rodriguez
Ernesto Rodriguez
Executive Director of Program Development

Dated: 05/20/2026



JUN 2 3 2026 3.41

# EXHIBIT A

## SCOPE OF SERVICES

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**1.0** SCOPE OF SERVICES

Provide transitional housing options for Individuals between the age of 18 years and 25 years currently in the care and responsibility of the County of Riverside Probation Department who are qualified and approved to participate in the Less Restrictive Program (LRP) (herein referred to as CLIENT) transitioning from the Secure Youth Treatment Facility (SYTF) into a Less Restrictive Program (LRP) to provide the CLIENTs a housing opportunity in the community where they will complete the remainder of their baseline term in a less restrictive setting that supports their reentry into the community with structure and supportive reentry services.

The respective services, which include but are not limited to:

**1.1** DIVERSE TRANSITIONAL HOUSING OPTIONS

CONTRACTOR to accommodate the limited number of CLIENTs transitioning from COUNTY SYTFs into the LRP annually.

CONTRACTOR shall ensure housing locations are strategically placed across the community to maximize accessibility to educational, vocational, and/or employment opportunities and support for CLIENTs.

CONTRACTOR to provide transitional housing and reentry support services for post-carceral CLIENTs under active probation supervision referred through the Riverside County Probation Department. CONTRACTOR shall maintain an active working relationship with the Riverside Probation Department, supporting a CLIENT base of justice-involved individuals transitioning from custody into community settings. Through this partnership, CONTRACTOR will provide direct housing placement, case management, and wraparound support for probation-supervised CLIENTs with moderate to high needs.

CONTRACTOR shall maintain a number of transitional housing beds dedicated to serving post-carceral CLIENTs under active probation supervision. CONTRACTOR to manage at minimum one (1) transitional home in Riverside County, specifically designated for justice-involved individuals referred through the Riverside County Probation Department. Based on need CONTRACTOR may replicate this model.

CONTRACTOR shall maintain a comprehensive Emergency Preparedness and CLIENT Safety Plan that governs all transitional housing operations. The plan shall outline procedures for responding to natural disasters, medical or behavioral emergencies, and CLIENT absences or elopements (unauthorized departures). The policy shall ensure the safety of all residents and staff while maintaining immediate and transparent communication with the Riverside County Probation Department or any supervising agency for CLIENTs under active probation supervision.

**1.2** TRANSITIONAL HOUSING LOCATION:

CONTRACTOR shall operate at least one transitional housing program in Riverside County and San Bernardino County, with additional housing partnerships in San Bernardino, San Diego and Los Angeles Counties through the CONTRACTOR's CalAIM Community Supports Housing Network. Each location shall provide a structured, trauma-informed, and substance-free environment for post-carceral and justice involved CLIENTs under active probation supervision.

Service Locations:
Riverside County Hima Haven
Location: 7944 Remington Dr. Riverside CA 92506
Capacity: 6 CLIENTs (2 residents per room, 3 bedrooms total)
Hours of Operation: 24 hours per day, 7 days per week
CONTRACTOR Provided Staffing:
On-site Residential Coordinator available 24/7
Case Manager onsite Monday–Friday, 8:00 AM – 5:00 PM
Peer Mentor / Night Monitor from 5:00 PM – 8:00 AM
Program Director and Clinical Director (LCSW) available on-call

Services Provided by CONTRACTOR at this location:
Transitional housing for probation and parole supervised CLIENTs
Employment and vocational placement
Substance-free living environment with random testing
Case management and behavioral coaching
Life skills and relapse prevention workshops

**1.3** RESIDENTIAL HOUSING LOCATION:
Riverside County Magnolia Transitional Residence
Location: 2526 10th Street Riverside CA 92507
Structure Type: Single-family residential home
Size: Approximately 2,100 square feet (Can we get an exact)
Bedrooms: 4 bedrooms (2 residents per room)
Bathrooms: 2 full bathrooms

**1.4** NUMBER OF CLIENTS / CONTRACTOR SERVABILITY:
CONTRACTOR shall operate transitional housing facilities with a minimum (replaced maximum) capacity of 6 CLIENTs across Riverside County, with the ability to expand by an additional 24 beds through established partnerships and CalAIM Community Supports housing contracts.

**1.5** LENGTH OF STAY:
CONTRACTOR shall provide transitional housing as part of a structured reentry and stabilization program for justice involved and post-carceral CLIENTs under active probation supervision. The length of stay in CONTRACTOR's transitional housing is individualized, and shall be based on each CLIENT's case plan, progress, supervision status, and readiness for independent living. Residency duration is determined collaboratively by the CLIENT's Case Manager, Probation Officer, and Program Director, ensuring that all housing decisions align with rehabilitation goals and COUNTY program guidelines.

CONTRACTOR shall manage its transitional housing program with an average CLIENT residency period of six (6) months to one (1) year, depending on individual progress, probation supervision requirements, and case management goals.

On average, a bed becomes available every 30 to 45 days across all potential transitional housing locations, allowing for regular CLIENT intake while maintaining housing stability and service continuity.

**1.6** NOTIFICATION TO COUNTY OF AVAILABLITY:
CONTRACTOR shall follow a clear, timely, and coordinated notification process when a transitional housing bed becomes available. This process shall ensure that COUNTY is notified promptly, allowing for efficient placement and continuity of supervision and services.

**1.6.1** MONITORING BED AVAILABILITY
CONTRACTOR shall maintain a real-time Bed Availability Log, updated daily by the Program Director and Residential Coordinators, which tracks:

a. Current occupancy for each transitional housing location.
b. Upcoming projected discharges or graduations (30-day forecast).
c. Pending referrals and waitlisted probation-supervised CLIENTs.

The Bed Availability Log will be reviewed each morning to identify upcoming openings and coordinate timely notifications.

**1.6.2** NOTIFICATION PROCESS
When a bed becomes available, the CONTRACTOR shall initiate the following notification steps:

a. Verification of Vacancy
b. The Residential Coordinator confirms the CLIENT's discharge or graduation and verifies that the room has been cleaned, inspected, and approved for re-occupancy. The Program Director updates the Bed Availability Log immediately.
c. Notification to COUNTY (Within 24 Hours)

The assigned Supervising Probation Officer or Probation Housing Liaison is notified within 24 hours via email or phone call. Notification includes:

a. Facility name and location (e.g., Riverside or San Bernardino site).
b. Bed availability date and readiness.
c. Eligibility criteria (e.g., probation status, gender, or supervision level).
d. Contact information for intake scheduling.
e. CLIENT Notification

If the referral agency identifies a CLIENT ready for placement, CONTRACTOR shall contact the CLIENT directly (with COUNTY approval) to confirm intake timing, transportation arrangements, and onboarding requirements.

**1.7** INTAKE SCHEDULING
Intake appointments for LRP CLIENTs transitioning from a Secure Youth Treatment Facility (SYTF) shall be scheduled by CONTRACTOR within 48–72 hours of vacancy notification, depending on CLIENT readiness and documentation completion.

COUNTY staff shall be allowed to participate in intake or orientation sessions.

**1.8** COMMUNICATION AND DOCUMENTATION
All CONTRACTOR notifications and communications regarding housing openings are documented in the CONTRACTOR's CLIENT Tracking System (CTS) and retained in compliance with COUNTY confidentiality requirements.

A Vacancy Notification Form shall be completed and filed by CONTRACTOR for each opening, detailing the date, time, and staff member responsible for the notification. Weekly updates shall be shared with

COUNTY and if and when applicable CalAIM partners summarizing housing occupancy, pending discharges, and expected vacancies.

**1.9** PRIORITIZATION AND COORDINATION

When multiple referrals are pending, CONTRACTOR shall coordinate with COUNTY to prioritize CLIENTs based on need and readiness.
This process shall ensure transparency, accountability, and equitable access to housing resources.

**1.10** SCREENING / INTAKE / DISCHARGE PROCESS:

CONTRACTOR shall maintain a structured and trauma-informed process for screening, intake, and discharge to ensure that all CLIENTs placed in transitional housing are suitable for the program, supported in their reentry goals, and discharged safely and responsibly.

CONTRACTOR approach shall be designed to emphasize collaboration with Probation Officers, Day Reporting Centers (DRC), CalAIM partners, and case management teams to ensure compliance, accountability, and continuity of care throughout each phase of the CLIENT's stay.

**1.10.1** SCREENING PROCESS

The screening process shall be designed to ensure that each CLIENT referred to CONTRACTOR's transitional housing program meets eligibility, safety, and readiness criteria.

Screening Steps:

a. Referral Submission:
COUNTY shall submit a referral packet containing the CLIENT's case history, probation status, risk/needs assessment, and relevant medical or behavioral health documentation.

b. Eligibility Review:
The CONTRACTOR's Program Director and Case Management Supervisor review the referral to verify eligibility, including:
   b.1 Active probation supervision or post-carceral status.
   b.2 Willingness to participate in structured case management and a drug/alcohol-free program.
   b.3 Capacity to live in a community-based setting.

c. Safety and Risk Assessment:
The CLIENT's history is reviewed to ensure they do not pose a risk to other residents or CONTRACTOR staff. Additional considerations include gang affiliation, behavioral patterns, and mental health needs.

d. Approval and Notification:
Once approved, CONTRACTOR notifies the COUNTY within 24–48 hours and schedules an intake date. If housing is not immediately available, the CLIENT is placed on a waitlist and prioritized for the next available bed.

**1.10.2** INTAKE PROCESS

CONTRACTOR's intake process shall provide structure, orientation, and clear expectations for each CLIENT's participation in the program. CONTRACTOR's intake Steps shall include:

a. Welcome and Orientation:
Upon arrival, CLIENTs are greeted by CONTRACTOR staff and oriented to the residence, including

house rules, curfew expectations, and the sign-in/sign-out process.

b. Documentation and Agreements - CLIENTs review and sign all required documents, including:
   - b.1 Transitional Housing Agreement
   - b.2 Drug and Alcohol-Free Policy
   - b.3 Curfew and Accountability Policy
   - b.4 Confidentiality and Consent Forms

c. Initial Assessment - A Case Manager conducts a full intake assessment, covering:
   - c.1 Housing and employment goals
   - c.2 Mental health and substance use history
   - c.3 Support system and family engagement
   - c.4 Education, vocational, and life skills needs

d. Case Plan Development:

CONTRACTOR shall develop and provide a personalized Individual Service Plan (ISP) that will be created within 72 hours of intake. The plan shall outline short- and long-term goals, probation compliance steps, and service linkages (e.g., employment, education, or therapy).

e. Probation Coordination:

The CONTRACTOR shall notify the assigned Probation Officer of the CLIENT's intake and provide the Probation Officer a copy of the program participation agreement and contact information for ongoing communication.

**1.10.3** DISCHARGE PROCESS

Discharge from transitional housing shall only occur when a CLIENT successfully completes their program goals, transitions to permanent housing, or is discharged for non-compliance or other reasons. Types of discharge include:

a. Successful Completion:
   - a.1 CLIENT meets all case plan goals and demonstrates stability (employment, sobriety, compliance).
   - a.2 Transition plan includes verified next housing placement and referrals for continued support.
   - a.3 Probation Officer and COUNTY shall receive written discharge summary within 72 hours.

b. Administrative or Non-Compliance Discharge:
   - b.1 If a CLIENT violates major CONTRACTOR program rules (e.g., drug use, violence, or repeated curfew violations), CONTRACTOR staff immediately notify the Probation Officer and complete a Critical Incident Report (CIR). The CLIENT may be referred to a higher level of care, detox, or alternative placement based on circumstances.

c. Voluntary Discharge:

.Voluntary discharge is not authorized under this agreement as clients are still under active probation. Should a client attempt voluntary discharge CONTRACTOR staff immediately notify the Probation Officer and complete a Critical Incident Report (CIR).

**1.10.4** DISCHARGE PROCESS STEPS

a. Exit interview conducted with Case Manager.
b. Completion of discharge documentation and exit survey.
c. Referral to community or permanent housing resources.
d. Notification to Probation and referring agencies with final status summary.

**1.10.5** COORDINATION AND DOCUMENTATION

All screening, intake, and discharge activities shall be documented in CONTRACTOR's CLIENT Tracking System (CTS) and securely stored in compliance with HIPAA, CalAIM, and COUNTY confidentiality requirements. Weekly reports summarizing intakes, discharges, and available beds are provided to COUNTYand CalAIM partners to maintain transparent communication.

CONTRACTOR's screening, intake, and discharge processes for every CLIENT shall:

a. Properly vet for eligibility and safety.
b. Provide support through a structured and individualized onboarding process.
c. Shall transition responsibly with ongoing coordination and communication with COUNTY.

These procedures shall be designed and implemented to promote safety, accountability, and program success while aligning with the COUNTY's Less Restrictive Program (LRP) and probation housing standards.

**1.11** HOUSING COST:

CONTRACTOR will use a structured and data-informed process to ensure that all transitional housing costs are reasonable, competitive, and aligned with the local fair market rates of the areas (zip codes) where housing is provided. This process shall ensure transparency, fiscal responsibility, and compliance with County and CalAIM guidelines while maintaining quality housing environments that support CLIENT success.

CONTRACTOR benchmarks housing costs using U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) data for each county and zip code where transitional housing is located.

CONTRACTOR's Program Director and Fiscal Officer shall review FMR data annually — and as needed when new homes are established to confirm that rental rates, utilities, and service expenses remain consistent with the market rate for that area.

Example:
Riverside County (92507 ZIP): HUD FMR for a 2-bedroom unit = approx. $1,790/month
Kindful Restoration's average per-room housing cost = $1,500/month (below local FMR benchmark)

This ensures that the organization maintains affordability while upholding housing quality standards.

Before entering a new lease or housing partnership, CONTRACTOR shall perform a local market analysis that includes:

a. Reviewing three or more comparable rental properties within the same zip code.
b. Assessing average rental rates, utility costs, and neighborhood safety.
c. Consulting with real estate listings, Zillow, Rentometer, or local housing authorities to validate cost alignment.
d. Verifying proximity to essential services (probation offices, public transit, healthcare, and employment centers).

These comparisons are documented and maintained in each Property Acquisition File for County or fiscal audits.

**1.12** EMERGENCY AND NATURAL DISASTER PLAN:

CONTRACTOR's emergency preparedness plan shall follow County of Riverside Emergency Management Department guidelines and includes:

a. Emergency Response Procedures:
All housing locations are required to be equipped with posted evacuation maps, fire extinguishers, first aid kits, and emergency contact lists. Staff are trained to respond to emergencies such as fire, earthquake, flood, or power outage.
b. Evacuation and Safety Protocols:
In the event of a natural disaster or immediate threat, CONTRACTOR staff shall initiate an evacuation to a predetermined safe location.
c. Primary Assembly Location:
Designated outdoor meeting area near each facility.
d. Secondary Relocation Site:
Pre-identified community shelter or partner facility located at 450 S. Walnut Street, Hemet CA 92543. All CLIENTs are accounted for via headcount within 15 minutes of evacuation.
e. Emergency Communication:
CONTRACTOR's Program Director immediately contacts local authorities (911 if necessary), followed by internal CONTRACTOR leadership and the assigned Probation Officer for any CLIENT under supervision.
f. Continuity of Care:
CONTRACTOR shall provide CLIENTs with access to medications, case management support, and behavioral health services even during temporary relocations. The program maintains backup electronic CLIENT records accessible through secure cloud systems to ensure service continuity.

**1.12.1** MISSING CLIENT OR UNAUTHORIZED ABSENCE PLAN:

In the event a CLIENT on active probation leaves the premises without authorization, fails to return by curfew, or their whereabouts become unknown, CONTRACTOR's staff shall follow a structured Missing CLIENT Response Protocol, including:

a. Immediate Verification:
CONTRACTOR's staff shall confirm the CLIENT's absence, check all rooms, nearby areas, and contact known associates or employers if appropriate.
b. Internal Notification:
CONTRACTOR's Residential Coordinator notifies the Program Director and Case Manager immediately.
c. Probation Notification:
CONTRACTOR shall be required to notify assigned Probation Officer and Riverside County Probation Department Duty Desk within 30 minutes of confirming that the CLIENT is missing or unaccounted for.
Notification includes the CLIENT's full name, case number (if available), last known location, time of absence, and any relevant behavioral or safety information.
d. Law Enforcement Notification (if required):
If the CLIENT is considered a potential danger to themselves or others, CONTRACTOR shall notify law enforcement in coordination with Probation.
e. Documentation:
CONTRACTOR shall initiate and complete a Critical Incident Report (CIR) and will be required to submit to both Probation and CONTRACTOR's Administration within 24 hours.
f. Follow-Up:
Upon the CLIENT's return, CONTRACTOR shall as soon as possible notify COUNTY and

County Probation Department Duty Desk. CONTRACTOR shall conduct a reentry meeting to review the incident, address safety or behavioral concerns, and revise the individualized case plan as necessary.

**1.12.2** COMMUNICATION CHAIN AND NOTIFICATION PROCEDURE:
CONTRACTOR shall use the following notification hierarchy for emergencies or missing CLIENTs:

a. CONTRACTOR'S On-Site Residential Coordinator / House Manager:
Initiates immediate response and alerts Program Director.
b. CONTRACTOR'S Program Director:
Notifies Probation Department, local emergency services (if applicable), and Chief Executive Officer.
c. CONTRACTOR'S Executive Directors:
Provides final oversight and submits any required reports to County authorities.

All emergency or elopement-related communications are documented by CONTRACTOR in the CLIENT's case file and within the secure case management system.

**1.12.3** CONTRACTOR STAFF TRAINING AND PREPAREDNESS:
All CONTRACTOR staff shall receive mandatory emergency response and safety training during onboarding and annually thereafter.

CONTRACTOR shall conduct quarterly emergency drills (fire, earthquake, missing CLIENT scenarios to ensure CONTRACTOR staff and residents understand evacuation and reporting procedures.

CONTRACTOR staff shall be trained in trauma-informed crisis response, de-escalation, and motivational interviewing to safely manage potential crises.

CONTRACTOR shall maintain a comprehensive emergency and CLIENT safety protocol to ensure swift, coordinated action during natural disasters, medical emergencies, or missing CLIENT situations.

For CLIENTs under active probation supervision, the CONTRACTOR shall follow a strict 30-minute notification rule to contact the Riverside County Probation Department Duty Desk and the assigned Probation Officer immediately upon verification of absence ensuring transparency, accountability, and safety while maintaining alignment with County Probation expectations and the Less Restrictive Program (LRP) requirements for transitional housing providers.

**1.13** CURFEW PROTOCOL:
CONTRACTOR shall enforce a structured curfew and sign-in/sign-out protocol designed to ensure CLIENT accountability, community safety, and compliance with probation supervision conditions. These policies shall be applied consistently across all CONTRACTOR's transitional housing locations and align with Riverside County Probation Department expectations.

a. Standard Curfew:
All residents are required to return to the residence by 10:00 PM daily unless they have verified employment, educational commitments, or approved program activities extending beyond that time, and upon prior approval from their assigned Probation Officer
b. Weekend and Work Exceptions:

Residents with night shifts or verified evening commitments may be granted extended curfew privileges upon prior approval from their Case Manager and the Probation Officer.

c. Curfew Checks:
CONTRACTOR's onsite Residential Coordinators perform room checks and maintain a nightly curfew log to confirm all residents are present and accounted for.

d. Probation Notification:
Any curfew violations or failure to return by designated timeframes are reported to the Riverside County Probation Duty Desk and the assigned Probation Officer within 30 minutes of verification.

**1.14** SIGN-IN / SIGN-OUT PROTOCOL:

To maintain accurate accountability, all residents must comply with CONTRACTOR's daily sign-in and sign-out procedures, which includes:

a. Sign-Out Process:
Before leaving the facility, residents must sign out on the Daily Activity Log, noting:
   a.1 Time of departure
   a.2 Destination (worksite, class, appointment, etc.)
   a.3 Expected return time
   a.4 Contact phone number

b. Sign-In Process:
Upon return, residents sign back in and confirm their time of arrival. CONTRACTOR's staff shall verify adherence to approved schedules.

c. Verification:
CONTRACTOR's staff conduct random check-in calls and confirm attendance with employers or service providers when necessary.

**1.14.1** ACCOUNTABILITY MEASURES:

If a resident fails to sign out, does not return on time, or their whereabouts become unknown, CONTRACTOR's staff follow the Missing CLIENT Notification Protocol outlined in CONTRACTOR's Emergency and Safety Policy. Including an Internal Verification of Absence.
CONTRACTOR shall notify the Riverside County Probation Department Duty Desk and the Probation Officer within 30 minutes if the CLIENT is under active supervision. Documentation in the Critical Incident Report (CIR) within 24 hours.

**1.15** CONTRACTOR STAFF OVERSIGHT AND SUPERVISION:

All CONTRACTOR's transitional housing facilities shall be staffed by trained Residential Coordinators and Peer Mentors who:

a. Monitor sign-in/sign-out compliance.
b. Conduct nightly curfew checks.
c. Perform unannounced room and safety inspections.
d. Document all CLIENT movements and incidents in secure housing logs.

This structure shall ensure constant supervision, accountability, and transparency for CLIENTs on active probation supervision.

**1.16** SUB-CONTRACTORS:

CONTRACTOR shall both operate and manage its own transitional housing facilities and maintain formal contractual relationships with approved partners/housing providers to ensure adequate capacity, geographic coverage, and service continuity throughout Riverside County and, if applicable, San Bernardino, San Diego, and Los Angeles Counties.

These partnerships will allow CONTRACTOR to expand housing availability based on County need, maintain compliance with all quality and safety standards, and ensure consistent service delivery to justice-involved and high-risk CLIENTs.

**2.0** INTENSIVE CASE MANAGEMENT AND SUPERVISION

CONTRACTOR agrees to provide individualized case management that includes mentorship and guidance in:

a. Life skills training
b. Money management
c. Substance abuse treatment
d. Gang dissociation
e. Career development and job skills training in fields which include but are not limited to electrical, plumbing, carpentry, automotive repair, auto-body repair, barbering, and HVAC
f. Educational support
g. Mental health treatment
h. Job placement and preparation

CONTRACTOR shall ensure all services are culturally relevant, gender-responsive, trauma-informed, and age-appropriate.

**2.1** LIFE SKILL SERVICES

CONTRACTOR will provide life skills and supportive services that are culturally responsive, age-appropriate, gender specific, and individualized to meet the needs of high-risk, justice-involved youth and young adults.

CONTRACTOR's approach will integrate trauma-informed care, peer-based mentorship, credible messengers, and evidence-based life skills training to promote rehabilitation, self-sufficiency, and community reintegration. Every service is delivered with the understanding that cultural identity, personal history, and life experience shape how individuals learn, grow, and change.

**2.2** CULTURALLY RESPONSIVE PROGRAMING

CONTRACTOR serves a diverse CLIENT base across Riverside, San Bernardino, San Diego, and Los Angeles Counties, reflecting a wide range of racial, ethnic, and cultural backgrounds. To ensure a culturally responsive framework that services are inclusive, respectful, and reflective of CLIENTs' lived experiences CONTRACTOR shall:

a. Hire diverse staff and peer mentors who reflect the demographics and cultural backgrounds of the populations served.
b. Provide training in cultural humility, implicit bias, and trauma-informed engagement for all staff and volunteers.
c. Integrate cultural values, community traditions, and belief systems into service delivery and CLIENT goal-setting.

d. Offer bilingual case management and group services in English and Spanish, with translation services available for other languages upon request.
e. Collaborate with faith-based, cultural, and community-based organizations to strengthen culturally relevant support networks.

**2.3** AGE APPROPRIATE SERVICES

CONTRACTOR's life skills services shall be designed to meet the developmental needs of transitional-age youth (18–25) reentering the community from correctional settings. CONTRATOR's age-appropriate model will include:

a. Interactive learning rather than lecture-style instruction — emphasizing role-playing, peer discussions, and real-world problem-solving.
b. Digital literacy training and technology use to prepare CLIENTs for modern employment and education.
c. Financial literacy and budgeting workshops tailored to young adults earning their first income.
d. Career exploration and goal-setting exercises that match participants' skills and interests.
e. Health and wellness education that covers nutrition, exercise, and mental health awareness.

**2.4** GENDER SPECIFIC PROGRAMING

CONTRACTOR recognizes that justice-involved men and women experience different risk factors, trauma histories, and social reintegration challenges. CONTRACTOR's gender-specific services shall address these distinct needs through targeted approaches:

a. For Male Participants:
   Focus on accountability, healthy masculinity, and emotional regulation.
   Address criminal thinking patterns, peer influence, and redefinition of self-identity beyond gang or street culture.
   Provide employment readiness and mentorship by male staff with lived reentry experience.
b. For Female Participants:
   Focus on trauma recovery, empowerment, and family reunification.
   Address domestic violence, self-esteem, and boundary-setting.
   Provide mentorship and life coaching by women with lived experience overcoming similar barriers.

**2.5** INDIVIDUALIZED LIFE SKILLS DEVELOPMENT

CONTRACTOR shall ensure each participant receives an Individualized Service Plan (ISP) developed in collaboration with their Case Manager, Probation Officer, and Peer Mentor. Life skills programming shall be tailored to each CLIENT's risk level, learning style, and personal goals, incorporating:

a. Assessment Tools: Pre- and post-program assessments (life skills, employment readiness, social-emotional growth).
b. Goal Setting: Personalized objectives that align with probation requirements and individual aspirations.
c. Progress Tracking: Weekly updates to evaluate growth in communication, financial management, time management, and interpersonal skills.
d. Mentorship & Coaching: One-on-one support that helps CLIENTs apply learned skills in real-world settings.

**2.6** INTEGRATION OF EVIDENCE BASED AND COMMUNITY BASED PRACTICES

CONTRACTOR's life skills curriculum will combine evidence-based practices with community-informed methods, ensuring cultural and contextual relevance. Community Service and engagement will promote prosocial identity and civic responsibility. Key methodologies shall include:

a. Cognitive Behavioral Therapy (CBT) techniques to promote positive decision-making.
b. Motivational Interviewing (MI) to enhance intrinsic motivation for change.
c. Trauma-Informed Care (TIC) principles to ensure safety and empowerment.
d. Peer Mentorship and Credible Messenger Models to foster connection and hope.

**2.7** EVALUATION AND CONTINOUS IMPROVEMENT

CONTRACTOR will continually evaluate its cultural and individualized programming through:

a. CLIENT feedback surveys conducted at intake, mid-program, and discharge.
b. Quarterly staff training on cultural responsiveness, age/gender sensitivity, and program adaptation.
c. Program outcome tracking to assess skill development, probation compliance, and long-term stability.
d. Adjustments to curriculum and facilitation methods based on participant input and evolving best practices.

**2.8** TRANSITIONAL HOUSING – CREDIBLE MESSENGERS / MENTORS

CONTRACTOR shall integrate credible messengers and mentorship as central components of its transitional housing model. CONTRACTOR's approach will recognize that individuals with lived experience of incarceration, substance use, and system involvement are uniquely positioned to inspire trust, model transformation, and guide high-risk CLIENTs toward stability and success.

The use of credible messengers and mentors will reinforce accountability, promotes prosocial behavior, and strengthens CLIENT engagement throughout their reentry journey.

**2.8.1** DEFINITION AND ROLE OF CREDIBLE MESSENGERS

CONTRACTOR's credible messengers shall be trained professionals and mentors with lived experience in the justice system or recovery process who have successfully reintegrated into society and now use that experience to guide, support, and motivate others. CONTRACTOR's credible messengers shall serve as:

a. Mentors: Providing one-on-one and group-based guidance, modeling positive behaviors, and helping CLIENTs navigate reentry challenges.
b. Bridges: Building trust between CLIENTs, probation officers, case managers, and community providers.
c. Coaches: Assisting in goal-setting, accountability, and problem-solving.
d. Advocates: Ensuring each CLIENT's voice, culture, and experience are respected within the program structure.

**2.8.2** INTEGRATION WITHIN TRANSITIONAL HOUSING

CONTRACTOR's credible messengers will be embedded into every phase of Kindful Restoration's transitional housing program:

a. Intake and Orientation
   CONTRACTOR's credible messengers will participate in welcoming new residents, sharing their personal recovery and reentry stories to immediately establish trust and relatability. They will help set clear expectations and explain program structure in language CLIENTs understand

and respect.

b. Case Management Collaboration
Each CLIENT will be paired with a mentor who collaborates with their Case Manager to develop an Individualized Service Plan (ISP) aligned with probation and personal goals. Mentors will participate in case conferences, supporting staff in understanding CLIENT barriers from a lived-experience perspective.

c. Group and Peer Support Sessions
CONTRACTOR's credible messengers shall facilitate weekly peer support and life skills groups focusing on topics such as relapse prevention, conflict resolution, emotional regulation, and employment readiness. Sessions will use storytelling, shared experience, and motivational coaching to foster personal accountability and resilience.

d. Daily Reinforcement and Supervision
CONTRACTOR's mentors are to reside or spend extensive time at transitional housing sites, maintaining a consistent, positive presence. They will engage informally with CLIENTs during daily routine including during meals, chores, or recreation. This approach will turn everyday moments into coaching opportunities.

e. Transition and Aftercare
Upon program completion, CONTRACTOR's credible messengers will help CLIENTs create post-discharge support plans, connecting them with continued mentorship, peer networks, and community resources.

### **2.8.3** SELECTION AND TRAINING OF CREDIBLE MESSENGERS

CONTRACTOR shall employ a structured recruitment and development process to ensure that all credible messengers and mentors meet professional and ethical standards.
Selection Criteria shall include:

a. Verified lived experience with incarceration, probation, or substance recovery.
b. Demonstrated personal transformation and at least two years of stability in recovery or reentry.
c. Commitment to mentorship, service, and confidentiality.
   - c.1 Training and Professional Development:
   - c.2 Completion of trauma-informed care, motivational interviewing, and cultural responsiveness training.
   - c.3 Certification in Peer Support Specialist or Community Health Worker (CHW) programs when applicable.
   - c.4 Ongoing coaching from CONTRACTOR's Program Director and Clinical Supervisor to ensure alignment with program objectives.

This dual emphasis on lived experience and professional development shall ensure CONTRACTOR's mentors are both relatable and competent in evidence-based practices.

### **2.9** ALIGNMENT WITH COUNTY LRP GOALS

CONTRACTOR's credible messenger model shall align with the Less Restrictive Program (LRP) objectives by:

a. Promoting rehabilitation through peer accountability and support.
b. Reinforcing cultural and community-based trust in the reentry process.
c. Enhancing collaboration between justice partners, mentors, and CLIENTs.
d. Fostering long-term stability and reduced system involvement.

**2.10** HIGH RISK CLIENTS

CONTRACTOR shall deliver a comprehensive, trauma-informed, and evidence-based case management model tailored specifically to high-risk CLIENTs with serious and violent histories. CONTRACTOR's case management services will be designed to promote stability, accountability, and rehabilitation through structured support, intensive monitoring, and individualized goal planning that integrates behavioral, social, and vocational development.

**2.11** CASE MANAGEMENT PHILOSOPHY AND APPROACH

CONTRACTOR's approach to case management shall be CLIENT-centered, trauma-informed, and behaviorally responsive recognizing that CLIENTs with histories of violence, trauma, and incarceration require intensive, coordinated, and compassionate support. CONTRACTOR's case management framework will be built around the following principles:

a. Accountability and Structure: CLIENTs shall be provided with clear expectations, consistent contact, and routine progress evaluations by CONTRACTOR.
b. Trauma-Informed Engagement: CONTRACTOR's staff shall approach all interactions with empathy, understanding that many behaviors are rooted in trauma and environmental stressors.
c. Cognitive-Behavioral Support: CONTRACTOR's staff shall use CBT-informed techniques to address criminal thinking, aggression, and impulsivity.
d. Strengths-Based Development: Each CLIENT's case plan shall focus on personal strengths, resilience, and achievable milestones.
e. Cultural Responsiveness: Services shall be delivered in a culturally and linguistically appropriate manner by CONTRACTOR to build trust and connection.
f. Collaboration: CONTRACTOR's Case Managers shall work closely with Probation Officers, behavioral health clinicians, and community partners to ensure wraparound support.

**2.12** CASE MANAGEMENT PROCESS AND STRUCTURE

CONTRACTOR will utilize a structured five-phase case management model that aligns with the CLIENT's journey through the Less Restrictive Program (LRP) and supports measurable outcomes.

a. Phase 1 – Intake and Assessment, CONTRACTOR shall:
   Perform a comprehensive biopsychosocial assessment conducted at intake.
   Review of probation terms, risk/needs assessment, and service eligibility.
   Creation of an Individualized Service Plan (ISP) addressing housing, education, employment, behavioral health, and reentry goals.

b. Phase 2 – Stabilization, CONTRACTOR shall:
   Perform daily check-ins during the first 30 days.
   Provide connection to mental health, substance use, and medical services.
   Implement structure, routines, and curfews.

c. Phase 3 – Skill Development, CONTRACTOR shall:
   Ensure CLIENT participation in life skills, anger management, and cognitive behavioral groups.
   Provide ongoing supervision by case manager and credible messenger mentor.
   Make goal adjustments based on progress and compliance.

d. Phase 4 – Employment and Independence, CONTRACTOR shall:

Shift focus to job placement, education, and long-term housing stability.
Continue weekly case management meetings.
Track progress using measurable performance indicators.

e. Phase 5 – Transition and Aftercare, CONTRACTOR shall:
Provide preparation for discharge and community reintegration.
Develop an aftercare plan including support contacts and relapse prevention strategies.
Provide a warm hand-off to probation, mentors, or continuing care providers.

**2.13** CASELOAD SIZE AND SUPERVISION RATIOS

CONTRACTOR shall ensure that staff can provide intensive, individualized support to high-risk CLIENTs.
CONTRACTOR's Case Manager shall:

a.1 One (1) Case Manager shall be responsible for no more than Ten (10) to twelve (12) CLIENTs.
a.2 Be the primary point of contact; conduct assessments, develop ISPs, track progress, coordinate services, and report to COUNTY.
a.3 Conduct comprehensive assessments and create individualized service plans (ISP).
a.4 Maintain consistent communication with probation, behavioral health, and housing providers.
a.5 Document all contacts, interventions, and progress in the CLIENT Tracking System (CTS).
a.6 Lead biweekly progress meetings with the Program Director.
a.7 Facilitate structured interventions (CBT, relapse prevention, problem-solving).

b. CONTRACTOR's Peer Mentor / Credible Messenger shall:

b.1 One (1) Peer Mentor or Credible Messenger shall be responsible for no more than eight (8) to ten (10) CLIENTs.
b.2 Be responsible to provide daily mentorship, lived-experience support, and behavioral coaching.
b.3 Assist in goal-setting and accountability.
b.4 Support CLIENTs through daily interactions, motivation, and accountability.
b.5 Share lived experience to model positive behavior and rehabilitation.
b.6 Assist in community navigation, transportation, and job readiness support.
b.7 Provide real-time feedback to Case Managers about CLIENT progress or concerns.

c. CONTRACTOR's Program Director / Clinical Supervisor shall:

c.1 Supervise no more than three (3) to six (6) CONTRACTOR Case Managers
c.2 Oversee all case management activity, review progress reports, ensure compliance, and provide weekly staff supervision.
c.3 Oversee service delivery, quality assurance, and compliance.
c.4 Conduct weekly case reviews and supervise documentation standards.
c.5 Provide training in trauma-informed care, de-escalation, and motivational interviewing.

d. CONTRACTOR's Support Staff / Administrative Assistant shall:

d.1 Manage scheduling, documentation, and coordination between field and administrative teams.

CONTRACTOR's CLIENT-to-staff ratio shall allow for frequent direct contact (2–3 times weekly on average) and rapid response to crises or behavioral escalations.

**2.14** INTENSIVE ENGAGEMENT AND MONITORING

CONTRACTOR's case management shall include the following enhanced engagement protocols:

a. In-person contact at least twice weekly for the first sixty (60) days, then weekly thereafter.
b. Home and field visits conducted as needed to verify compliance and well-being.

c. Crisis intervention protocols for behavioral escalation, relapse, or disappearance.
d. Immediate notification to COUNTY if a CLIENT absconds, violates curfew, or engages in prohibited behavior.
e. Use of behavioral contracts for accountability and structure reinforcement.

**2.15** COLLABORATION AND INFORMATION SHARING

CONTRACTOR shall coordinate case management services through multidisciplinary team meetings, including:

a. Case Managers
b. Probation Officers
c. Behavioral Health Clinicians
d. Substance Use Counselors
e. Employment Specialists
f. Peer Mentors

This will ensure seamless coordination of CLIENT goals, compliance tracking, and progress reporting to the COUNTY on a monthly and quarterly basis.

**2.16** STAFF TRAINING AND PROFESSIONAL DEVELOPMENT

All CONTRACTOR's case managers and support staff shall be trained in:

a. Trauma-Informed Care (TIC)
b. Cognitive Behavioral Interventions (CBI)
c. Motivational Interviewing (MI)
d. Crisis De-Escalation Techniques
e. Cultural Competency and Implicit Bias
f. Criminal Thinking and Behavior Modification
g. Annual refresher training and ongoing supervision to ensure staff remain equipped to manage complex behavioral dynamics safely and effectively.

**2.17** TRANSITION BACK INTO COMMUNITY

CONTRACTOR shall develop a comprehensive Reentry and Community Transition Plan designed to ensure that high-risk, justice-involved CLIENTs, particularly those with serious and violent histories, can successfully reintegrate into the community with stability, accountability, and long-term support.

CONTRACTOR's plans, including but not limited to the Individualized Service Plan (ISP), Individualized Employment and Education Plan (IEEP) and the Reentry and Community Transition Plan will be person-centered, trauma-informed, culturally responsive, and built on the principles of rehabilitation, empowerment, and community reintegration. It combines structured transitional housing, intensive case management, credible mentorship, life skills development, and employment readiness into a coordinated continuum of care. CONTRACTOR's model shall place emphasis on:

a. Safety and stability through secure, substance-free transitional housing.
b. Support and accountability through consistent case management and mentorship.
c. Skill development and empowerment through life skills, employment, and education.
d. Community connection through engagement, service, and prosocial relationships.
e. Wellness and recovery through access to behavioral and physical health services.

CONTRACTOR's model shall be designed to prevent recidivism, and foster personal transformation, community belonging, and long-term independence.

**2.18** COMPREHENSIVE REENTRY FRAMEWORK

CONTRACTOR shall implement a 5-phase transition model to support COUNTY CLIENTs as they move from incarceration or supervision toward stable, independent community living.

a. Phase 1: Pre-Transition Planning (Before or Upon Release). CONTRACTOR shall:
Coordinate with COUNTY to identify eligible CLIENTs.
Complete an initial intake and needs assessment by a CONTRACTOR's Case Manager.
Create a Preliminary Transition Plan covering housing, behavioral health, and employment goals.
Immediately connect the CLIENT with one of CONTRACTOR's Credible Messengers or Peer Mentors who maintain engagement through release.

b. Phase 2: Stabilization and Housing Placement. CONTRACTOR shall:
Place CLIENT in a CONTRACTOR transitional housing unit upon release.
Provide CLIENT orientation to program rules, curfew, and support services.
Provide basic needs (food, hygiene, clothing) to ensure immediate stability.
CONTRACTOR's Case Manager shall coordinate behavioral health intake, probation meetings, and transportation.

c. Phase 3: Intensive Case Management and Skill Building. CONTRACTOR shall:
Conduct weekly one-on-one meetings with the CLIENT and assigned CONTRACTOR Case Manager.
Enroll CLIENT in life skills workshops (in example; communication, budgeting, time management).
Engage CLIENT in anger management, relapse prevention, and criminal thinking courses.
Ensure CLIENT's active participation in 12-Step Recovery, CBT-based groups, and peer mentoring sessions.
Provide continued coordination with COUNTY, behavioral health, and workforce partners.

d. Phase 4: Employment, Education, and Independence, CONTRACTOR shall:
Develop an Individualized Employment and Education Plan (IEEP) between CLIENT and CONTRACTOR's Career Specialists.
Assist CLIENT with job applications, resume writing, interview preparation, and skill certifications.
Enroll CLIENT in vocational training or college programs as appropriate.
Provide transportation support to employment and educational sites.
Introduce monthly budgeting and savings plans through financial literacy coaching.

e. Phase 5: Community Reintegration and Aftercare. CONTRACTOR shall:
Provide CLIENT with a gradual transition to independent or permanent housing.
Continue mentorship through CONTRACTOR's Peer Support Network.
Establish community connections through churches, volunteer programs, and support groups.
Develop a relapse prevention and emergency plan.
Conduct a six (6) month post-exit follow-up for continued success monitoring and support.

Key Components of CONTRACTOR's Transition Plan:

a. Case Management and Coordination, CONTRACTOR shall:
   Assign each CLIENT a dedicated Case Manager upon intake.
   CONTRACTOR's Case Managers create and monitor Individualized Service Plans (ISPs), integrating housing, education, employment, and wellness goals.
   Perform regular progress meetings that are held to evaluate and adjust plans.
b. Peer Mentorship and Credible Messenger Support, CONTRACTOR shall:
   Pair CLIENTs with CONTRACTOR's credible messengers who share lived experience with incarceration and successful reentry.
   CONTRACTOR Mentors provide daily support, motivation, and accountability.
   Peer-based relationship will build trust and model positive behavior.
c. Employment and Education Services, CONTRACTOR shall:
   Ensure CLIENTs receive career development, job readiness, and vocational training.
   Establish and maintain partnerships with local employers, trade programs, and workforce agencies to ensure job placement opportunities for the CLIENT.
d. CONTRACTOR's Education navigators shall:
   Assist CLIENTs with GED completion, community college enrollment, vocational school enrollment, and trade certifications.
e. Behavioral and Mental Health Services, CONTRACTOR shall:
   Coordinate access to mental health counseling, substance use treatment, and trauma recovery services through CalAIM Community Supports and local partners.
   Provide on-site group sessions that will focus on anger management, relapse prevention, and coping skills.
   Provide access to licensed providers as needed for specialized care.
f. Housing Stability and Financial Independence, CONTRACTOR shall:
   Provide safe, structured transitional housing for up to twelve (12) months, with extensions based on individual progress.
   Make direct housing payments to ensure stability.
   Provide financial literacy and income management training to build independence.
g. Community Engagement, CONTRACTOR shall:
   Ensure that CLIENTs participate in community service projects, volunteer work, and restorative justice activities to foster civic pride and prosocial identity.
   Facilitate CLIENT engagement with local faith-based and cultural organizations to support reintegration and belonging.

**2.19** MONITORING, ACCOUNTABILITY, AND SUPPORT

CONTRACTOR will implement structured monitoring and communication systems, including:

a. Weekly case management sessions and monthly progress reviews.
b. Behavioral contracts for accountability and behavioral expectations.
c. Immediate reporting to COUNTY in the event of absconding, rule violations, or relapse.
d. CLIENT progress tracking via the electronic CLIENT Tracking System (CTS).

CONTRACTOR will provide quarterly outcome reports to COUNTY summarizing metrics such as employment, recidivism, and housing stability.

**2.20** EXPECTED OUTCOMES

CONTRACTOR's structured reentry model shall be designed to produce measurable, positive outcomes, including but not limited to:

a. CLIENTs achieve stable housing by program completion.
b. CLIENTs obtain employment or enroll in vocational/educational programs within 90 days.
c. CLIENTs maintain sobriety and program compliance.
d. Significant reduction in recidivism among participants within 12 months post-exit.

**2.21** POST-PROGRAM SUPPORT AND SUSTAINABILITY

After program completion, to ensure that CLIENTs maintain stability and continue progressing toward full reintegration, CONTRACTOR agrees to continue to support graduates through:

a. Alumni Peer Support Network for ongoing connection and mentorship.
b. Employment retention follow-up at three (3), six (6), and twelve (12) month intervals.
c. Referral to permanent supportive housing or independent living resources.
d. Access to ongoing counseling, mentorship, and workshops.

**3.0** COMPREHENSIVE SUPPORT SERVICES

Under this agreement, CONTRACTOR shall be allowed to outsource additional services not offered within their programs, to ensure a holistic support system for CLIENT services, which may include access to life skills workshops, credible messengers, counseling, and peer support groups as part of the transitional experience.

CONTRACTOR shall deliver comprehensive career development, educational, and case management services in at least Riverside County, with its primary program headquarters and service hub located in Riverside County. CONTRACTOR's locations are designed to ensure easy accessibility, confidentiality, and continuity of care for justice-involved CLIENTs participating in transitional housing and reentry programs under the Less Restrictive Program (LRP).

Primary Service Hub — Riverside County
Kindful Restoration Headquarters
7344 Magnolia Avenue, Suites 110 & 130, Riverside, CA 92504
This facility serves as the central operations and service coordination site for all transitional housing, case management, educational and employment support programs. It is strategically located near major transit routes and community service centers to maximize accessibility for CLIENTs, probation partners, and County agencies.

CONTRACTOR shall provide a comprehensive and structured set of career development, educational, and employment services designed to prepare justice-involved CLIENTs for sustainable, long-term success. CONTRACTOR's approach will integrate individualized case management, vocational readiness training, and partnership-based employment opportunities to ensure that every CLIENT in transitional housing develops the skills, experience, and confidence needed to secure meaningful work or pursue continued education.

These services shall be grounded in trauma-informed, culturally responsive, and strength-based practices, ensuring accessibility for CLIENTs from all backgrounds and readiness levels.

**3.1** CAREER DEVELOPMENT SERVICES

CONTRACTOR's Career Development Program helps CLIENTs identify career paths aligned with their interests, skills, and life goals. CONTRACTOR's career development services shall include:

a. Career Assessment & Exploration: CLIENTs complete a skills inventory and interest assessment to identify career goals.
b. Individual Career Planning: Development of short-term and long-term employment objectives as part of each CLIENT's Individualized Service Plan (ISP).
c. Vocational Counseling: Guidance on matching personal strengths with industry opportunities, particularly in trades, community service, or entrepreneurship.
d. Workshops and Job Readiness Training: Topics include professional communication, workplace ethics, problem-solving, teamwork, and adapting to supervision.

Each participant will exit the program with a personalized career plan, a professional resume, and specific steps toward employment or further education.

**3.2** EMPLOYMENT SERVICES

CONTRACTOR shall prioritize employment as a critical component of successful reentry. Employment provides stability, accountability, and a sense of purpose essential for reducing recidivism and promoting independence. CONTRACTOR's employment support system shall include:

a. Job Preparation:
   Resume and Cover Letter Workshops – Assist CLIENTs in presenting their skills effectively to employers.
b. Interview Coaching:
   Conduct mock interviews to build confidence and professionalism.
c. Soft Skills Training:
   Teach punctuality, communication, and workplace conduct.
d. Workplace Readiness Certification:
   CLIENTs complete a short curriculum focused on employment expectations and retention strategies.

**3.3** JOB PLACEMENT AND PARTNERSHIPS

CONTRACTOR will partner with local employers, trade programs, and community organizations to facilitate employment placements in industries that are receptive to second-chance hiring. These include but will not be limited to:

a. Culinary and Hospitality (through partners such as Big J's So Cal BBQ and community food programs).
b. Construction and Skilled Trades (HVAC, electrical, plumbing, carpentry).
c. Automotive Services (repair, detailing, and bodywork).
d. Maintenance and Facilities Management.
e. Peer Support and Human Services (for CLIENTs pursuing certification as Peer Support Specialists or Community Health Workers).

**3.4** TRANSITIONAL EMPLOYMENT OPPORTUNITIES

CONTRACTOR shall offer paid internships and on-site work programs that provide immediate income while developing work habits and accountability. CLIENTs will participate in:

a. Facility maintenance and operations support.
b. Community volunteer projects.
c. Peer mentorship assistant roles.

This transitional employment model provides a supportive, structured bridge to the open labor market.

**3.5** EDUCATIONAL SERVICES

CONTRACTOR recognizes that education is a cornerstone of empowerment and reintegration. Educational services shall be designed to meet CLIENTs at their current level and help them progress toward personal and professional growth. Educational supports include:

a. GED and High School Diploma Preparation: Coordinate with adult education centers and continuation schools for CLIENTs who have not yet completed high school.
b. College and Trade School Enrollment Assistance: Help CLIENTs navigate enrollment, financial aid applications, and class scheduling.
c. Digital Literacy Training: Teach computer and internet skills necessary for online applications, job searches, and virtual learning.
d. Tutoring and Study Support: Provide access to volunteer educators and tutors for math, reading, and writing improvement.
e. Continuing Education Referrals: Connect CLIENTs to local community colleges, trade programs, and certification courses.

**3.6** WORKFORCE AND COMMUNITY PARTNERSHIPS

CONTRACTOR shall maintain active collaborations with:

a. Riverside County Workforce Development Centers (AJCC/WIOA programs).
b. CalAIM Community Supports partners (Molina Healthcare, IEHP) for job readiness and vocational resource integration.
c. Local employers and labor unions for apprenticeship and trade opportunities.
d. Community colleges and adult education programs for continuing education pathways.

These partnerships ensure CLIENTs receive real-world connections to training, employment, and advancement opportunities.

**3.7** INDIVIDUALIZED CASE MANAGEMENT AND TRACKING

CONTRACTOR ensures each CLIENT shall receive personalized employment and education case management that includes:

a. Career and education goals documented in the Individualized Service Plan (ISP).
b. Biweekly progress reviews with the case manager or career coach.
c. Coordination with probation officers and external agencies to ensure compliance with supervision and support plans.
d. Tracking of key outcomes, including employment retention, wage progression, and educational attainment.

CLIENTs will obtain employment and develop long-term stability through CONTRACTOR's ongoing mentorship and skill building.

**3.8** PROGRAM COLLABORATION / RESOURCES

To provide a full continuum of care for high-risk CLIENTs, CONTRACTOR shall maintain formal partnerships and working relationships with workforce agencies, community-based organizations (CBOs), behavioral health systems, and educational/vocational institutions throughout Riverside, San Bernardino, San Diego, and Los Angeles Counties. These collaborations will ensure that CLIENTs in transitional housing receive comprehensive, wraparound services that address their employment, education, behavioral health, and community reintegration needs.

**3.9** TRANSPORTATION AND ACCESSIBILITY

CONTRACTOR shall ensure that transportation is provided for CLIENTs to referrals, job training, educational opportunities, and employment as needed.

CONTRACTOR agrees to teach CLIENTs to effectively utilize public transportation as a vital life skill.

CONTRACTOR shall operate a comprehensive in-house transportation program utilizing organization-owned vehicles to ensure that all CLIENTs residing in transitional housing have consistent, reliable, and safe access to essential services, appointments, employment, and community activities.

Recognizing that transportation is a critical factor in successful reentry, probation compliance, and long-term stability, CONTRACTOR's transportation system shall be fully integrated into case management and reentry support framework under the Less Restrictive Program (LRP).

**3.10** IN-HOUSE TRANSPORTATION PROGRAM OVERVIEW

CONTRACTOR will maintain a dedicated fleet of agency-owned vehicles operated by trained, background-checked staff. These vehicles will be used daily to provide direct transportation for CLIENTs across Riverside, San Bernardino, San Diego, and Los Angeles Counties. CONTRACTOR's transportation program ensures that CLIENTs can access:

a. Probation and court appointments (mandatory supervision requirements).
b. Employment and job interviews.
c. Educational and vocational training programs.
d. Medical, behavioral health, and substance use treatment services.
e. Community reintegration activities, including mentoring, service projects, and support groups.

All transportation shall be logged, tracked, and coordinated by the CONTRACTOR's Program Director and Case Management Team to ensure accountability and compliance.

**3.11** TRANSPORTATION OPERATIONS AND SAFETY PROTOCOLS

CONTRACTOR's transportation program shall follow structured operational policies and safety procedures to protect CLIENTs and staff while maintaining efficiency.

a. Licensed Drivers: All drivers will be CONTRACTOR's staff who shall hold valid California driver's licenses, have undergone DMV record checks, background clearances, and are trained in trauma-informed care and crisis de-escalation.
b. Fleet Maintenance: CONTRACTOR shall have vehicles regularly inspected, insured, and maintained according to manufacturer standards. Maintenance logs and mileage records will be kept on file.
c. Trip Documentation: CONTRACTOR shall record transport in a Transportation Log, including the CLIENT's name, pickup/drop-off times, purpose of travel, and staff signature.
d. Confidentiality and Dignity: CONTRACTOR's staff shall maintain discretion and ensure CLIENT's privacy while traveling for probation, court, or treatment purposes.

**3.12** TRANSPORTATION SCHEDULING AND COORDINATION

Transportation requests will be coordinated directly through the CONTRACTOR's Case Management Team as part of the CLIENT's Individualized Service Plan (ISP). Scheduling process:

a. CLIENT Request: The CLIENT or CONTRACTOR's case manager will submit a transportation request for upcoming appointments or employment.
b. Verification: CONTRACTOR's staff shall confirm appointment details (location, time, and duration).
c. Assignment: The CONTRACTOR's transportation coordinator shall assign a driver and vehicle.
d. Documentation: Trip details shall be logged by CONTRACTOR before and after the service is completed.

Emergency or same-day transportation requests (e.g., urgent probation appearances or medical needs) shall be prioritized by CONTRACTOR and accommodated whenever possible.

**3.13** EMPLOYMENT AND EDUCATION TRANSPORTATION SUPPORT

Employment and education are key elements of successful reentry; CONTRACTOR shall provide transportation specifically designed to remove barriers to work and school participation. CLIENTs will be transported to job interviews, orientation sessions, and first-day employment. For CLIENTs working nontraditional hours (evening or early morning shifts), after-hours transportation will be made available.

Transportation shall be provided to trade schools, adult education centers, and community colleges, ensuring CLIENTs can continue skill development and formal education. Once CLIENTs secure stable employment or schooling, monthly bus passes or gas stipends may be provided to encourage independence and financial responsibility.

**3.14** PROMOTING INDEPENDENCE THROUGH TRANSIT EDUCATION

While CONTRACTOR provides direct transport through its vehicle fleet, the program will also emphasize CLIENT self-sufficiency by teaching independent transit use:

a. CONTRACTOR staff shall provide public transportation training, helping CLIENTs learn routes, timetables, and safe commuting practices.
b. Bus passes will be distributed by CONTRACTOR for verified ongoing needs (employment, school, or treatment).
c. CLIENTs will be coached by CONTRACTOR on budgeting for transportation and time management as part of their life skills curriculum.

This two-tiered approach, direct support followed by independence, shall ensure CLIENTs gain both immediate access and long-term capability.

**3.15** ACCCESSIBILITY AND SPECIAL ACCOMODATIONS

CONTRACTOR's transportation program shall be inclusive and accessible. Vehicles will accommodate CLIENTs with mobility limitations or special needs. Transportation for medical, behavioral, or mental health appointments shall be prioritized to prevent missed care. Youth and vulnerable adult CLIENTs will always be accompanied by CONTRACTOR's staff during transport.

**3.16** MONITORING, REPORTING, AND ACCOUNTABILITY

Transportation data and usage shall be reviewed weekly by CONTRACTOR's program administrators to ensure efficiency, cost management, and compliance with COUNTY expectations. Monitoring tools include:

a. Transportation logs and mileage records.

b. Monthly fuel and maintenance reports.
c. CLIENT feedback surveys on transportation reliability and safety.
d. Quarterly reviews to ensure equitable service delivery across all sites.

CONTRACTOR's structured accountability system will ensure transparency and align with COUNTY reporting requirements.

**3.17** INCOME SUPPORT SYSTEM

CONTRACTOR shall implement an income support structure for CLIENTs that includes:

a. Direct housing payments
b. Monthly stipends based on local costs and CLIENT-specific factors (age, needs, etc.)
c. Ensure that this support aids in their stability and promotes pro-social living.

CONTRACTOR shall provide a structured and equitable income support system designed to promote housing stability, accountability, and financial independence for justice-involved CLIENTs participating in transitional housing and reentry programs.

CONTRACTOR's approach will combine direct housing payments, needs-based stipends, and financial literacy education to ensure that each CLIENT's support aligns with local cost-of-living factors, program requirements, and individual progress toward independence.

**3.18** PURPOSE OF INCOME SUPPORT

CONTRACTOR recognizes that financial instability is one of the leading barriers to successful reentry and rehabilitation. Therefore, income support shall be provided to:

a. Ensure consistent access to safe, stable housing.
b. Support basic living needs (food, hygiene, transportation, clothing).
c. Promote financial responsibility and gradual transition to self-sufficiency.
d. Reinforce program engagement and probation compliance.

All income support is administered by CONTRACTOR with transparency, documentation, and alignment with the Less Restrictive Program (LRP) objectives of supporting pro-social reintegration and independence.

**3.19** HOUSING PAYMENTS

CONTRACTOR shall provide direct housing payments to cover the cost of transitional housing for CLIENTs participating in the program. Key Features:

a. Payments are made directly to property owners, landlords, or program-managed facilities, by CONTRACTOR and never to the CLIENT in cash form.
b. Amounts are based on local fair market rent (FMR) rates published by the U.S. Department of Housing and Urban Development (HUD) for the specific county and ZIP code.
c. Housing costs are verified by CONTRACTOR and reviewed semi-annually to ensure they remain reasonable and consistent with local market trends.
d. In shared housing environments, CONTRACTOR shall ensure costs are proportionally divided, with no more than two CLIENTs per bedroom to ensure comfort and compliance with occupancy standards.

**3.20** MONTHLY STIPENDS AND INDIVIDUALIZED SUPPORT

In addition to direct housing payments, eligible CLIENTs may receive from CONTRACTOR monthly stipends or supplemental support based on individual need and participation in program services. Stipend Structure:

a. Stipends shall be designed to support essential living needs, such as transportation, groceries, work clothing, hygiene items, or educational materials. Average monthly stipends range between $150–$300 per CLIENT, depending on program engagement, regional costs, and verified needs.
b. Stipends are to be non-cash and accountable, provided by CONTRACTOR through prepaid cards, vouchers, or direct purchase of approved items. All stipend distributions shall be tracked and documented by CONTRACTOR within the CLIENT's Individualized Service Plan (ISP) and CLIENT Tracking System (CTS).

Eligibility and Conditions to qualify for stipends shall require CLIENTs to remain in good standing with the program (no major rule violations). Participation in case management meetings, employment activities, and probation requirements shall be required. Stipend adjustments will be made quarterly by CONTRACTOR based on progress toward self-sufficiency and stability milestones.

### 3.21 INCOME SUPPORT DETERMINATION PROCESS

Each CLIENT's financial support plan shall be developed collaboratively during intake as part of their Individualized Service Plan (ISP) and reviewed monthly by CONTRACTOR's Case Manager and Program Director. Assessment Factors Include:

a. Local cost of living (by ZIP code and county).
b. Employment or income status.
c. Participation in education, training, or treatment programs.
d. Personal and family obligations.
e. Progress toward independent living.

This individualized and data-driven process shall ensure that CONTRACTOR is providing each CLIENT with the right level of support, neither excessive nor insufficient, and that funds are used responsibly to promote growth and accountability.

### 3.22 FINANCIAL LITERACY AND ACCOUNTABILITY

CONTRACTOR shall integrate financial literacy training and budget management education into its life skills curriculum to help CLIENTs manage income effectively. Topics shall include:

a. Budgeting and expense tracking.
b. Saving and goal planning.
c. Responsible banking and credit-building.
d. Managing stipends and wages while in transitional housing.

CLIENTs will work directly with CONTRACTOR's staff mentors to create personal budgets that reflect both their current income support and long-term financial goals. This component will ensure that CLIENTs develop financial independence and the ability to maintain stability beyond the transitional housing phase.

### 3.23 COORDINATION WITH OTHER FUNDING AND SUPPORT PROGRAMS

CONTRACTOR shall coordinate with local and state partners to maximize resources and avoid duplication of benefits, including:

a. CalAIM Community Supports (Molina Healthcare, IEHP): Alignment with approved housing and tenancy supports.
b. WIOA/Workforce Development Programs: Linking CLIENTs to income-generating employment or training stipends.

c. Behavioral Health and Social Service Agencies: Coordination for additional assistance when applicable.

These partnerships will enhance CLIENT stability while ensuring that income support is efficient, compliant, and aligned with broader COUNTY resources.

**3.24** MONITORING AND DOCUMENTATION

All housing and income support transactions shall be documented by CONTRACTOR in accordance with COUNTY fiscal and programmatic requirements, including:

a. CLIENT Tracking System (CTS) entries for every payment or stipend.
b. Receipts, logs, and authorization forms signed by staff and CLIENTs.
c. Monthly financial audits and supervisor review to ensure integrity.

This transparent system will ensure accountability for all funds used to support LRP participants.

**4.0** DATA TRACKING AND REPORTING

CONTRACTOR shall require housing providers to track program activities and outcomes, providing quarterly reports to demonstrate the effectiveness and impact of the services funded by the grant. CONTRACTOR shall utilize collected data to inform continuous improvement of program offerings and outcomes.

**4.1** PROGRAM ACTIVITY COMMUNICATION, MONITORING, AND MANAGEMENT

CONTRACTOR shall maintain a structured, transparent, and collaborative system for ongoing communication, monitoring, and management of both program activities and CLIENT progress with the COUNTY.

CONTRATOR's methods will prioritize coordination, accurate data reporting, accountability, and continuous quality improvement, ensuring that all program operations align with the COUNTY's Less Restrictive Program (LRP) objectives for public safety, rehabilitation, data reporting requirements, and successful community reintegration.

**4.2** COMMUNICATION

CONTRACTOR will maintain open and consistent communication channels with COUNTY staff, including Probation Officers, Supervisors, and Program Administrators. Primary Communication Methods Include:

a. Designated RCP Liaison
CONTRACTOR's Program Director shall serve as the primary liaison between CONTRACTOR and COUNTY. CONTRACTOR's Program Director is responsible for ensuring all COUNTY requirements, updates, and CLIENT reports are submitted on schedule. Additionally, CONTRACTOR's Program Director shall maintain weekly contact with the assigned COUNTY Contract Monitor and Probation Supervisors.

b. Regular Case Coordination Meetings, CONTRACTOR shall:
Biweekly multidisciplinary case reviews will be conducted with COUNTY representatives (virtually or in-person) to discuss CLIENT progress, behavioral updates, and case plan adjustments. Monthly program coordination meetings shall be held to address operational updates, capacity management, and performance outcomes.

c. Real-Time Communication

CONTRACTOR'S Case Managers and COUNTY Probation Officers will maintain direct communication via secure phone or email for urgent updates such as absconding, violations, or emergencies. Immediate notifications are sent for CLIENT crises, safety concerns, or behavioral incidents .

d. Collaborative Planning and Problem-Solving
COUNTY feedback shall be incorporated into CONTRACTOR's service adjustments, ensuring shared decision-making. Joint planning sessions will occur quarterly to review trends, outcomes, and systemic needs.

**4.3** CLIENT MONITORING AND CASE OVERSIGHT

CONTRACTOR shall utilize a structured case management and monitoring system to ensure that all CLIENT activities are tracked, documented, and reported consistently to COUNTY. Monitoring Procedures Include:

CONTRACTOR's Individualized Service Plans (ISP) shall include:

a. Each CLIENT shall receive an ISP developed jointly by the CONTRACTOR's Case Manager, COUNTY Probation Officer, and CLIENT during intake.
b. The ISP will include housing, employment, behavioral, and life skills goals with measurable objectives.
c. ISPs will be reviewed and updated monthly or as needed based on CLIENT progress or behavioral changes.

CONTRACTOR's Case Manager Check-Ins shall include:

a. Face-to-face meetings that will be held weekly (or more frequently as needed).
b. CONTRACTOR's Case Managers shall conduct home visits and curfew checks, ensuring compliance with LRP housing and supervision expectations.
c. Progress notes will be entered into the CLIENT Tracking System (CTS) after every contact.

CONTRACTOR's Peer Mentor Engagement shall include:

a. CONTRACTOR's Peer Mentors and Credible Messengers shall provide daily informal check-ins and report updates to CONTRACTOR's Case Managers.
b. CONTRACTOR's Mentors will assist in identifying early signs of relapse, instability, or disengagement.

COUNTY's Probation Coordination

a. COUNTY's Probation Officers shall receive monthly written progress reports, including participation data, employment status, treatment attendance, and behavioral summaries. Violations, missed appointments, or safety concerns shall trigger an immediate report to COUNTY within the same business day.

**4.4** PROGRAM MONITORING AND MANAGEMENT

CONTRACTOR agrees to employ a comprehensive management framework to oversee all program activities, staffing, and compliance performance. Framework will include:

a. Supervision and Internal Oversight
CONTRACTOR's Program Director will conduct weekly supervision meetings with all

CONTRACTOR's Case Managers and Peer Mentors to review caseloads, outcomes, and challenges. CONTRACTOR's Executive Director will review operational performance monthly and ensure adherence to this agreement's deliverables and fiscal integrity. Quarterly quality assurance (QA) reviews shall be conducted to evaluate CONTRACTOR's compliance, documentation accuracy, and service quality.

b. CLIENT Tracking System (CTS)
CONTRACTOR will use a secure electronic CLIENT Tracking System to record, monitor, and report all program data including:
   b.1 Case notes, attendance logs, and behavioral observations.
   b.2 Employment, education, and treatment outcomes.
   b.3 Incident reports and curfew compliance.
   b.4 Housing stability tracking and service utilization data.
CONTRACTOR's CTS shall ensure data integrity, accountability, and transparency, allowing for efficient communication and reporting with COUNTY.

c. Incident and Escalation Protocols
Any incident involving violence, relapse, disappearance, or medical emergency triggers an immediate response protocol. CONTRACTOR's Case Manager shall notify the Program Director and COUNTY immediately, followed by a written report within 24 hours. An internal case review and corrective action plan are completed by CONTRACTOR within 72 hours to prevent recurrence.

**4.5** CONTINUOUS QUALITY IMPROVEMENT (CQI)

CONTRACTOR agrees to implement a Continuous Quality Improvement Plan (CQI) to maintain high program standards and ensure responsiveness to COUNTY expectations. CQI Activities Include:

a. Monthly CONTRACTOR staff performance audits and case file reviews.
b. CLIENT feedback surveys upon exit and at mid-program milestones.
c. Quarterly data review meetings between CONTRACTOR and COUNTY to analyze trends and make adjustments.
d. Annual program evaluations assessing outcomes, retention, and recidivism reduction.

CONTRACTOR's findings shall be shared with COUNTY to support joint strategic planning and systemic improvement.

**4.6** COMMUNICATION TOOLS TECHNOLOGY

CONTRACTOR shall use only secure, HIPAA-compliant communication tools for coordination with COUNTY and partners. These tools include but are not limited to:

a. CONTRACTOR's CLIENT Tracking System (CTS) to be used for data collection, progress notes, and reports.
b. Secure Email and Encrypted File Transfer to be used for sharing documents and sensitive information.
c. Video Conferencing (Zoom, Teams) to be used for virtual meetings, case reviews, and trainings.
d. 24/7 On-Call Communication Line that shall be managed by CONTRACTOR's on-duty supervisors for emergencies involving COUNTY CLIENTs.

CONTRATOR ensures timely information exchange and full compliance with County security protocols.

**5.0** COLLABORATION AND TRANSPARENCY

CONTRACTOR shall operate as a fully collaborative partner with COUNTY. CONTRACTOR will honor an open-door policy with COUNTY staff, upon request providing to COUNTY site visits, file audits, and participation in program activities and will foster transparency, accountability, and trust.

**5.1** PROGRAM EVALUATION, PARTNERSHIPS, AND EMERGING NEEDS

CONTRACTOR will work to continuously expand its network of strategic partnerships to meet the emerging and complex needs of COUNTY's high-risk CLIENTs transitioning from confinement or probation supervision. Recognizing that the success of reentry and rehabilitation depends on cross-sector collaboration, CONTRACTOR will employ a systematic, data-driven, and community-engaged approach to identify, vet, and integrate new partners into CONTRACTOR's existing continuum of care. Strategies shall ensure that as CLIENT needs evolve—whether due to shifting demographics, new social challenges, or policy changes—CONTRACTOR's service network remains responsive, relevant, and effective.

**5.2** GUIDING PRINCIPALS FOR PARTNERSHIP DEVELOPMENT

CONTRACTOR's approach to partnership development will be grounded in the following principles:

a. CLIENT-Centered Collaboration: Partnerships must directly enhance CLIENT access to resources, improve outcomes, and promote stability.
b. Evidence-Based and Outcome-Driven: CONTRACTOR shall align with organizations that demonstrate measurable success in addressing reentry, behavioral health, education, or employment barriers.
c. Cultural Responsiveness: Partners will be selected by CONTRACTOR for their ability to deliver trauma-informed, culturally competent, and linguistically accessible services.
d. Community Integration: CONTRACTOR to prioritize local and regional partners to strengthen community ties and expand access to neighborhood-based support.

**5.3** KEY STRATEGIES FOR IDENTIFYING AND BUILDING NEW PARTNERSHIPS

a. Needs Assessment and Data Review, CONTRACTOR shall:
    a.1 Conduct quarterly internal reviews of CLIENT data (via the CLIENT Tracking System – CTS) to identify emerging service gaps or unmet needs.
    a.2 Analyze patterns in behavioral, educational, and employment outcomes to determine where additional partnerships are necessary.
    a.3 Use feedback from CONTRACTOR's Case Managers, COUNTY Probation Officers, and CLIENTs to pinpoint priority areas (e.g., mental health access, job training, transportation).

b. Community Outreach and Engagement, CONTRACTOR shall:
    b.1 Participate in County-wide coalition meetings, reentry roundtables, and workforce development boards to connect with new providers.
    b.2 Attend local Riverside County community events, CalAIM provider forums, and public health collaborations to identify innovative service partners.
    b.3 Maintain ongoing communication with COUNTY departments and nonprofit networks for cross-referrals and partnership opportunities.

c. Formal Partnership Evaluation and Vetting, CONTRACTOR shall:
    c.1 Evaluate potential partners based on service quality, CLIENT compatibility, location accessibility, and alignment with LRP goals.

c.2 Review credentials, licenses, and performance data prior to collaboration.
c.3 Execute formal Memoranda of Understanding (MOUs) or referral agreements that define service expectations, reporting requirements, and communication protocols.

d. Integration into Case Management Framework, CONTRACTOR shall:
d.1 Once approved, new partners will be integrated into CONTRACTOR's Case Management Network, allowing CONTRACTOR's Case Managers to make direct referrals through the CTS (CLIENT Tracking System).
d.2 CONTRACTOR's partners shall receive onboarding regarding program expectations, probation coordination, and County reporting standards.
d.3 Regular check-ins will be conducted to ensure service consistency and accountability.

e. Continuous Relationship Maintenance, CONTRACTOR shall:
e.1 Conduct quarterly partner meetings to review shared outcomes, address service delivery challenges, and identify new collaboration opportunities.
e.2 Provide CONTRACTOR's partners with joint training sessions on trauma-informed care, cultural responsiveness, and justice-involved engagement strategies.
e.3 Maintain an up-to-date CONTRACTOR's Partner Resource Directory distributed to all CONTRACTOR's Case Managers and program staff.

**6.0** REPORTS

CONTRACTOR shall provide quarterly reports. Report(s) shall include, but will not be limited to:

a. CLIENT Income Support
b. Housing Costs
c. Transportation
d. Education
e. Vocational Program
f. Supportive Services
g. CLIENT Outcomes

CONTRACTOR agrees to provide all required program, fiscal, and CLIENT reports as outlined in this section, including but not limited to:

a. Monthly, quarterly, and annual performance reports.
b. CLIENT progress and outcome data.
c. Incident and discharge reports.
d. Financial and utilization summaries.
e. Any additional information or documentation requested by the COUNTY related to program activities or individual CLIENT outcomes.

CONTRACTOR shall submit all reports accurately, timely, and in the format prescribed by COUNTY, ensuring full transparency and compliance with COUNTY standards and obligations of this agreement.

**7.0** PROGRAM DELIVERY AND SERVICES

CONTRACTOR will utilize the awarded funds to directly support the development, implementation, and sustainability of transitional housing and comprehensive reentry services for CLIENTs transitioning from the Secure Youth Treatment Facility (SYTF) into the Less Restrictive Program (LRP). Funds will be

allocated to expand safe housing capacity, strengthen case management and recovery services, and provide evidence-based interventions that address the behavioral, educational, and social needs of justice-involved youth and adults.

**7.1** PROGRAM GOAL ALIGNMENT WITH LRP

The Less Restrictive Program (LRP) seeks to provide youth and young adults—particularly those adjudicated under WIC 707(b)—with a supportive, structured, and rehabilitative environment that bridges confinement and full community reentry. CONTRACTOR's approach and use of funds shall be designed to:

a. Expand transitional housing availability across Riverside, San Bernardino, San Diego, and Los Angeles Counties. Deliver individualized, trauma-informed case management and recovery planning.
b. Promote long-term stability, life skill development, and reduce recidivism.

**7.2** FUNDING ALLOCATION PLAN

CONTRACTOR shall distribute funds across five primary program areas, with all expenditures tied to the COUNTY's LRP objectives.

Transitional Housing Operations (40%) CONTRACTOR shall:

a. Lease, furnish, and maintain safe, supervised residential homes.
b. Adhere to a two-residents-per-bedroom standard to ensure privacy and compliance with health and safety regulations.
c. Provide utilities, maintenance, and security measures for all homes.

Outcome: Expanded, fully compliant transitional housing capacity serving up to 25 residents annually.

Staffing and Supervision (25%) CONTRACTOR shall:

a. Maintain 24/7 onsite coverage through Residential Coordinators, Peer Mentors, and Case Managers.
b. Provide Program Director and Clinical oversight by qualified supervisors.
c. Deliver staff training in trauma-informed care, motivational interviewing, crisis management, and rehabilitative best practices.

Outcome: Continuous supervision, structure, and guidance for all participants under probation or CalAIM eligibility.

Intensive Case Management and CLIENT Support (20%) CONTRACTOR shall utilize funds to expand case management and individualized support services designed to meet each CLIENT's unique needs:

a. Case Management: Collaborative planning, coordination, and monitoring of services to meet CLIENT needs.
b. CLIENT File: Detailed documentation as required by the Health and Safety Code.
c. Recovery Plan: Goal-setting to improve health, wellness, and rehabilitation from substance use disorders.
d. Recovery Service: Assistance to maintain abstinence and sobriety, including care coordination, counseling, and education.
e. Outpatient Structured Therapeutic Activities: Organized activities to meet treatment goals, foster social responsibility, and promote community integration.

**7.3** SPECIALIZED PROGRAMS AND SERVICES

To address the diverse needs of justice-involved CLIENTs, CONTRACTOR will provide a broad array of specialized, evidence-based programs (EBP) that directly support the LRP mission.
CONTRACTOR shall provide the following EBP:

a. 12-Step Work: Supports recovery through a structured 12-step program emphasizing accountability and spiritual growth.
b. Alcohol and Drug-Free Counseling: CBT, motivational interviewing, and relapse prevention therapy in individual and group settings.
c. Anger Management: Teaches emotional regulation and healthy coping strategies.
d. Community Health Care Worker Services: Connects CLIENTs to healthcare, education, and public resources.
e. Community Service: Encourages civic engagement through volunteer work and service projects.
f. Community Supports: Addresses social determinants of health—housing, food, transportation, and stability.
g. Criminal Thinking / Insight Development: Promotes behavioral change through cognitive restructuring and insight building.
h. Digital Literacy: Builds essential computer and technology skills for education and employment.
i. Domestic Violence (Batterers/Intervention/Victims Advocate): Provides intervention and advocacy for affected individuals.
j. Employment Assistance: Job readiness, resume development, and interview skills training.
k. Enhanced Care Management (ECM): Intensive care coordination for CLIENTs with complex medical, behavioral, or social needs.
l. Family Support: Equips families to assist loved ones during recovery and reintegration.
m. Financial Literacy: Teaches budgeting, saving, and credit management.
n. Gang Awareness / Disassociation: Educates and supports those exiting gang involvement.
o. Housing Services: Assists CLIENTs in locating and securing stable, long-term housing.
p. Job Placement and Preparation: Connects CLIENTs to employers and vocational opportunities.
q. Life Coaching and Mentoring: Provides personal development guidance.
r. Life Skills: Focuses on communication, decision-making, and time management.
s. Mental Health Services: Counseling and therapy for trauma, depression, and co-occurring disorders.
t. Parenting Classes: Builds parental skills and confidence.
u. Recovery and Relapse Prevention: Ongoing support for sustained sobriety and wellness.
v. Reentry Services: Comprehensive support for individuals transitioning from incarceration to community life.
w. Substance Abuse Program: Structured treatment and relapse prevention education.
x. Support Groups: Peer-based networks for shared experience and encouragement.
y. Victim Impact Awareness: Fosters empathy, accountability, and restitution.
z. Vocational Training Support: Job-specific skill development and career advancement.

**7.4** ACCOUNTABILITY AND QUALITY ASSURANCE

CONTRACTOR shall use LRP funds effectively and ethically through:

a. Regular Review Meetings: Evaluate CLIENT progress, challenges, and next steps.
b. Goal Setting: Establish measurable and achievable goals for each participant.
c. Progress Tracking: Document achievements and update case plans accordingly.
d. Adjustment of Treatment Plans: Modify services based on evolving CLIENT needs and feedback.

All activities, expenditures, and outcomes shall be documented in CONTRACTOR's CLIENT Tracking System (CTS) and reviewed quarterly for compliance with County requirements.

## EXHIBIT B

## PAYMENT PROVISIONS

CONTRACTOR shall only invoice and be compensated for actual days services are rendered as response to COUNTY referrals. The COUNTY does not guarantee any minimum amount of referrals. Services will be rendered on an as-needed basis only. In addition placement/referrals of CLIENT will be based on what COUNTY and CLIENT determines to be in the best interest of the CLIENT.

| YEAR 1 | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $215,800.00 |
| Total Program/Operational Cost | $66,458.00 |
| Total Equipment | $2,500.00 |
| Total Travel | $3,000.00 |
| Total Subcontractors | N/A |
| Total Administrative/Overhead/Other | $14,388.00 |
| Total Annual Cost | $302,146.00 |
| | |
| Total # Youth / Referral Served | 60 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $419.65 |
| Housing Cost per referral | $1,500 |
| Anticipated # of subcontractors | 0 |

| YEAR 2 | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $226,590.00 |
| Total Program/Operational Cost | $68,452.00 |
| Total Equipment | $2,500.00 |
| Total Travel | $3,000.00 |
| Total Subcontractors | N/A |
| Total Administrative/Overhead/Other | $15.027.00 |
| Total Annual Cost | $315.569.00 |
| | |
| Total # Youth / Referral Served | 60 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $438.29 |
| Housing Cost per referral | $1.545.00 |
| Anticipated # of subcontractors | 0 |

**Option to renew for an additional two (2) years**

| YEAR 3 - Option to Renew Year | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $237,920.00 |
| Total Program/Operational Cost | $70,506.00 |
| Total Equipment | $2,500.00 |
| Total Travel | $3,000.00 |
| Total Subcontractors | N/A |
| Total Administrative/Overhead/Other | $15,696.00 |
| Total Annual Cost | $329,622 |
| | |
| Total # Youth / Referral Served | 60 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $457.81 |
| Housing Cost per referral | $1,591.00 |
| Anticipated # of subcontractors | 0 |

| YEAR 4 - Option to Renew Year | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $249,816.00 |
| Total Program/Operational Cost | $72,621.00 |
| Total Equipment | $2,500.00 |
| Total Travel | $3,000.00 |
| Total Subcontractors | N/A |
| Total Administrative/Overhead/Other | $16,397.00 |
| Total Annual Cost | $344,334.00 |
| | |
| Total # Youth / Referral Served | 60 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $478.24 |
| Housing Cost per referral | $1,639.00 |
| Anticipated # of subcontractors | 0 |

## Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Kindful Restoration

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Professional Service Agreement (the "Underlying Agreement") between the County of Riverside ("County") and 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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.**

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

# Kindful Restoration PSA PRARC-95278-001-05-30

Final Audit Report 2026-05-20

| | |
|---|---|
| Created: | 2026-05-20 |
| By: | Patrick Meeks (PMeeks@Rivco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA3xBdtaJuS64W4nFbIOU6b4CUGIIJ-MVk |

## "Kindful Restoration PSA PRARC-95278-001-05-30" History

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# PROFESSIONAL SERVICE AGREEMENT

**for**

**OYCR LESS RESTRICTIVE PROGRAM (LRP) GRANT SERVICES**
**(Transitional Client Support)**

**between**

**COUNTY OF RIVERSIDE**

**And**

**STARTING OVER, INC.**



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This Agreement is made and entered into this 23rd day of June, 2026, by and between Starting Over, Inc., a California Nonprofit Corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, 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 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 for two (2) years, with the option to renew for an additional two (2) years in consecutive one-year periods by a written amendment signed by the authorized representatives of both parties, 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 to 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 Five Hundred Eighty One Thousand Two Hundred and Ninety Six Dollars ($581,296) for the initial two (2) year term of this agreement including all expenses. 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. 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 be considered and approved by COUNTY. 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 for 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.

**3.3** 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-95278-003-05/30; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

**3.4** 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.

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, 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 his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. 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, he 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. 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 that the COUNTY deems to be appropriate, including, but not limit 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 fully 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** 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.

**9.6** 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. <u>Subcontract for Work or Services</u>**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. <u>Disputes</u>**

**11.1** 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 decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** 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.

**12. 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.

**13. 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 Riverside County. 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.

**14. Non-Discrimination**

CONTRACTOR shall not 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. §12101 et seq.) and all other applicable laws or regulations.

**15. 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 (5) 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.

## 16. Confidentiality

**16.1** 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.

**16.2** 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.

**16.3** 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 I of this Agreement.

## 17. 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.

**18. 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 (2) days after their deposit in the United States mail, postage prepaid:

| **COUNTY OF RIVERSIDE** | **CONTRACTOR** |
|---|---|
| Probation Department | Starting Over, Inc. |
| 3960 Orange Street, Suite 600 | 6355 Riverside Avenue, Suite 100 |
| Riverside, CA 92504 | Riverside, CA 92506 |

**19. 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.

**20. 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 ten (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.

**21. Hold Harmless/Indemnification**

**21.1** 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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** 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.

**21.3** 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.

**21.4** 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. <u>Insurance</u>**

**22.1** 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.

**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 $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. Excess or Umbrella Liability policies used to meet the limits of liability required by RFP# 095A, said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein.

No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**C. Vehicle Liability:**

If vehicles or mobile equipment is 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. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage

with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. Sexual Abuse or Molestation (SAM) Liability:**

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/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.

**F. 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. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $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 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. 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) 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.

5) 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 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) 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.

**23. <u>General</u>**

**23.1** 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.

**23.2** 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.

**23.3** 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.

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

**23.5** 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.

**23.6** 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.

**23.7** 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.

**23.8** 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.

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

**23.10** 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).

**23.11** 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.

**23.12** 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.

**23.13** This Agreement 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 to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement 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.

[Signature Page Follows]

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

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

Dated: JUN 2 3 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez (May 20, 2026 11:31:11 PDT)
Deputy County Counsel

**STARTING OVER, INC.,** a California Nonprofit Corporation

By: Vonya Quarles
Vonya Quarles (May 20, 2026 14:01:43 PDT)
Vonya Quarles
Executive Director

Dated: 05/20/2026



JUN 2 3 2026 3.41

# EXHIBIT A

# SCOPE OF SERVICES

1.0 Scope of Services
- 1.1 Diverse Transitional Housing Options
- 1.2 Availability of Beds
- 1.3 Length of Stay
- 1.4 Physical Structure
- 1.5 Curfew and Sign-in / Sign-out Protocol
- 1.6 Notification of Availability
- 1.7 Screening, Intake, And Discharge Processes
- 1.8 Housing Cost
- 1.9 Emergency and Natural Disaster Protocol

2.0 Intensive Case Management and Supervision
- 2.1 Life skills training
- 2.2 Money management
- 2.3 Substance abuse treatment
- 2.4 Gang dissociation
- 2.5 Career development , Educational Services, and Employment Opportunities
- 2.6 Mental Health Treatment
- 2.7 Culturally Relevant, Gender-Responsive, Trauma-Informed, And Age-Appropriate
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3.0 Comprehensive Support Services
- 3.1 Subcontractors
- 3.2 Credible Messengers
- 3.3 New Partners

4.0 Transportation and Accessibility

5.0 Income Support System

6.0 Data Tracking and Reporting
- 6.1 Reports

7.0 Communication with County

8.0 Background and Experience

**1.0** SCOPE OF SERVICES

Provide transitional housing options for Individuals between the age of 18 years and 25 years currently in the care and responsibility of the County of Riverside Probation Department who are qualified and approved to participate in the Less Restrictive Program (LRP) (herein referred to as CLIENT) transitioning from the Secure Youth Treatment Facility (SYTF) into a Less Restrictive Program (LRP) to provide the CLIENTs a housing opportunity in the community where they will complete the remainder of their baseline term in a less restrictive setting that supports their reentry into the community with structure and supportive reentry services.

The respective services, which include but are not limited to:

**1.1** DIVERSE TRANSITIONAL HOUSING OPTIONS

CONTRACTOR shall utilize multiple transitional housing providers throughout the state of California to accommodate the limited number of CLIENTs transitioning into the LRP annually.

Contractor ensures housing locations are strategically placed across the community to maximize accessibility and support for CLIENTs.

Under this agreement CONTRACTOR agrees to provide transitional housing specifically designed to support post-carceral CLIENTs who are on active probation supervision. The CONTRACTOR has extensive experience working in partnership with the Riverside County Probation Department, this will ensure that CLIENTs meet all supervision requirements while receiving the stability and wraparound support necessary to succeed. Each participant is provided a safe, structured, and sober living environment with individualized case management, life skills development, employment readiness, and peer mentorship. CONTRACTOR's approach emphasizes accountability, personal growth, and long-term reintegration, helping CLIENTs on probation transition successfully into permanent housing, employment, and community life.

**1.2** AVAILABILITY OF BEDS

CONTRACTOR accepts all eligible participants based on available bed space within its transitional housing network. Capacity will be determined only by the number of beds designated for men and women at any given time, and placements shall be made accordingly to maintain a safe, supportive, and gender-appropriate living environment.

CONTRACTOR's transitional housing program accommodates a total of 80 CLIENTs across all housing sites in Riverside County. For this project, CONTRACTOR agrees to dedicate a five-bedroom residence exclusively for transitional-aged youth (ages 18–25) referred through the Less Restrictive Program. Each bedroom will house two participants, allowing a maximum capacity of 10 youth in the dedicated transitional aged youth (TAY) home. This design shall promote a supportive, family-style environment while maintaining manageable group size, individualized attention, and strong supervision within the overall network of 80 available beds.

On average, a bed in CONTRACTOR's transitional housing program becomes available every two to three months across the CONTRACTOR's countywide network of 80 beds. Turnover may vary by site and CLIENT needs, as many participants remain longer than one year to ensure stable reentry and independence.

### 1.3 LENGTH OF STAY

CLIENTs shall be allowed to remain in CONTRACTOR's transitional housing as long as they continue to meet program expectations and actively work toward their personal goals. The CONTRACTOR shall not impose a fixed time limit on residency while enrolled in the LRP program. Each CLIENT's length of stay will be determined by progress in areas such as employment, education, recovery, and readiness for independent living. As long as residents follow house agreements, maintain sobriety, and participate in case management and supportive services, they will be allowed to remain until they are prepared to transition successfully into stable, permanent housing.

### 1.4 PHYSICAL STRUCTURE

CONTRACTOR agrees to meet the requirements of the Less Restrictive Program (LRP), through dedicating a transitional housing site exclusively for transitional aged youth (TAY) participating in this program by allocating $18,000 in general operating funds to support startup costs for this house, including security deposits, furnishings, appliances, utility connections, and insurance, etc.

The home provided by CONTRACTOR shall at minimum have five (5) bedrooms and two (2) to three (3) bathrooms, depending on the final site selected, and will be able to accommodate up to ten (10)youth at a time, with flexibility to allow extended stays for participants who need longer-term support. The facility shall be planned with potential program expansion in mind, recognizing that the COUNTY may identify additional eligible youth once housing capacity is secured. This house will position the program for sustainable growth while maintaining a high standard of care.

Amenities will include but will not be limited to proximity to public transit, fully furnished common areas, a kitchen stocked with cooking equipment, on-site laundry, Wi-Fi access, and workspace for study or job applications. CONTRACTOR's staff will provide basic supplies such as toiletries and cleaning products, and youth will have access to laptops through the program to support education and employment goals. Residents will also participate in on-site life skills sessions, peer support circles, healing circles, wellness practices, and weekly case management.

### 1.5 CURFEW AND SIGN-IN / SIGN-OUT PROTOCOL

To ensure structure and safety, CONTRACTOR shall enforce a curfew of 11:00 PM PST on weeknights and 1:00 AM PST on weekends, along with a sign-in/sign-out system to monitor resident whereabouts and promote accountability. The house shall be staffed by a full-time CONTRACTOR house manager. All CONTRACTOR's house managers shall be trained in trauma-informed care and crisis de-escalation, and many are graduates of CONTRACTOR's own reentry programs.

CONTRACTOR commits to reserving a single housing location for youth ages 18–25 in the LRP. Having a site exclusively dedicated to TAY will ensure CONTRACTOR's staff are providing age-appropriate, gender-responsive, and developmentally focused services. CONTRACTOR's youth housing will promote safety, stability, and healing while helping young people prepare for independent adulthood and long-term community reintegration.

The central office operates Monday through Friday from 9:00 AM to 5:00 PM and on Saturdays from 10:00 AM to 2:00 PM. Each housing site has staff present and available throughout the day, with on-call coverage provided overnight to ensure 24/7 support for all residents. This staffing structure ensures a safe,

responsive environment and allows participants to access assistance and crisis intervention whenever needed.

**1.6** NOTIFICATION OF AVAILABILITY

When a bed becomes available, CONTRACTOR shall immediately notify the COUNTY by email and phone to coordinate placement. The notification shall include the address of the available site, the number of open beds, and confirmation that the transitional-aged youth house serves male CLIENTs. COUNTY shall have priority for referrals under this agreement. Once a referral is received, CONTRACTOR staff shall contact the CLIENTCLIENT or referring officer within one business day to begin the intake process and schedule a move-in date. All communication shall be documented in the CONTRACTOR's internal tracking system to ensure timely coordination and accurate reporting.

**1.7** SCREENING, INTAKE, AND DISCHARGE PROCESSES

CONTRACTOR will manage the limited number of TAY clients entering the CONTRACTOR's program through a highly individualized, relationship-based approach that will support successful reentry from secure confinement. Under this agreement, CONTRACTOR will accept all youth referred by the COUNTY's Secured Youth Treatment Facility. Although formal screening will be conducted, it will serve not to determine eligibility, but to assess each youth's immediate needs, risks, and strengths in order to develop a personalized service and support plan.

To ensure that services are age-appropriate, trauma-informed, and culturally relevant, CONTRACTOR will house all LRP participants in a dedicated, youth-only transitional home. While the number may be small at the outset, establishing a youth-specific residence shall allow CONTRACTOR to build a structured, developmentally aligned environment tailored to their unique needs. Age-appropriate programming, including healing circles, mentoring, and workforce readiness, will be much more effectively delivered in this setting. In addition, it is expected that some participants may remain in the program beyond 12 months, allowing CONTRACTOR's house to steadily fill over time and support higher occupancy in future years.

Starting with a dedicated house shall also provide the COUNTY with flexibility to increase referrals over time. The availability of age-specific housing will make it easier for the COUNTY to expand use of the LRP model, knowing that supportive housing capacity already exists. To ensure close supervision and safety, the home will be staffed around the clock by CONTRACTOR's full-time house manager, ensuring 24/7 adult presence, consistency, and accountability. This structure shall ensure CONTRACTOR is providing deeply individualized care, while also laying the foundation for long-term program growth.

Upon intake, each youth will be welcomed by one of CONTRACTOR's case managers and peer support specialists who shall introduce them to the program, house rules, and available services. Recognizing the critical need for consistent, positive relationships during reentry, CONTRACTOR shall ensure each youth will be paired with a dedicated mentor through CONTRACTOR's community partner Sigma Beta Xi. This mentorship shall provide ongoing encouragement, accountability, and emotional support, helping the youth navigate challenges and remain engaged. Youth shall also receive access to SUD treatment through Reaching New Heights, life skills training via National Family Life Center, gang disassociation support through Young Visionaries, access to educational opportunities through their case manager, and employment opportunities via CONTRACTOR's Path to SEED program.

Discharge planning shall be overseen by the CONTRACTOR's case manager and shall be tailored to the youth's long-term goals, including housing stability, continued education, employment, and connection to ongoing community supports.

In the event of an early or unplanned discharge, CONTRACTOR's staff shall ensure warm handoffs and referrals to reduce disruption and promote continuity of care. Through in-depth, individualized attention and a consistently supportive and nurturing environment, CONTRACTOR will ensure that TAY clients have the best support possible to ensure successful reentry into the community.

### **1.8** HOUSING COST

CONTRACTOR ensures that housing costs are consistent with fair market rates for the area where the residence is located. CONTRACTOR shall review local rent data by zip code using HUD Fair Market Rent (FMR) standards, comparable listings, and property management sources to confirm that rates align with market conditions. The exact location of the transitional-aged youth house is to be determined, but it will be within Riverside County, likely in one of CONTRACTOR's primary service areas in Riverside, San Jacinto, Moreno Valley, or Eastvale. Housing budgets shall be adjusted as needed to remain in line with local rental costs while maintaining affordability and long-term program sustainability.

### **1.9** EMERGENCY AND NATURAL DISASTER PROTOCOL

In the event of an emergency or natural disaster, CONTRACTOR shall follow a clear safety and communication procedure to protect all residents. CONTRACTOR's House managers shall be trained to contact 911 and on-call supervisors right away if there is a medical emergency, behavioral crisis, fire, or other safety threat. CONTRACTOR's staff members will conduct a debrief after every incident and complete written reports to ensure accountability and improvement in future responses.

If a CLIENT's whereabouts are unknown, the CONTRACTOR's house manager will immediately initiate a wellness check process. CONTRACTOR's staff will first try to reach the CLIENT by phone, text, and email. They will also be required to check places the CLIENT is known to visit. If the CLIENT cannot be reached through these efforts, CONTRACTOR's staff then notify the CLIENT's emergency contact and document all attempts to make contact.

For CLIENTs that are on active probation supervision, the COUNTY shall be notified as soon as possible and no later than 24 hours after the CLIENT is determined to be missing. If the CLIENT is considered vulnerable or at risk, CONTRACTOR's staff shall also contact local law enforcement. Once the CLIENT returns, CONTRACTOR's staff shall meet with them to review expectations, identify any needs, and offer supportive services to help them remain stable and continue meeting program and COUNTY requirements.

## **2.0** INTENSIVE CASE MANAGEMENT AND SUPERVISION

CONTRACTOR shall take a trauma-informed, relational, and accountability-based approach to case management for high-risk youth with serious and violent histories. CONTRACTOR's Case managers will begin their care with a comprehensive, strengths-based assessment. This tool will identify each youth's needs, risks, goals, and assets across multiple domains including mental health, substance use, education, employment, and social supports.

Each resident shall be assigned a dedicated CONTRACTOR case manager at intake who shall collaborate with the participant to develop a personalized reentry plan. The CONTRACTOR's case manager shall

ensure coordination across all services, including SUD treatment, education, gang disassociation, and career development, while also providing mentorship, monitoring progress, and making adjustments based on emerging needs. Through regular check-ins and consistent advocacy, CONTRACTOR's case managers shall ensure that each youth receives holistic, age-appropriate support.

CONTRACTOR's case management shall be structured around consistent, weekly one-on-one meetings that combine motivational interviewing, goal tracking, and service coordination. CONTRACTOR's case managers will link youth to on-site and community-based services including weekly SUD treatment, financial literacy, legal aid, and culturally relevant peer support.

CONTRACTOR'S Youth Centered Healing Practitioner shall lead with help from the Peer Support Specialist. Youth will also participate in healing circles and wellness classes. Practices will include meditation, yoga, breathing exercises, and coping strategies. These will offer space for culturally grounded reflection, relationship building, and emotional regulation. This practice is especially important for individuals with histories of violence, incarceration, and community trauma.

To best support CONTRACTOR's case management, all youth shall live in sober, structured housing with clear house rules, curfews, and conflict resolution protocols that promote personal responsibility and safety. Oversight is provided by CONTRACTOR's live-in House Manager, typically a graduate of CONTRACTOR's programs who has personally experienced and successfully overcome incarceration and/or homelessness. CONTRACTOR's staff members shall serve as powerful, relatable role models and provide day-to-day accountability, emotional support, and crisis de-escalation when needed.

This combination of professional case management, peer mentorship, and culturally rooted healing ensures CONTRACTOR is creating and providing a supportive environment. In this environment, high-risk youth will build trust, develop skills, and work toward long-term stability and transformation.

### **2.1** LIFE SKILLS TRAINING

CONTRACTOR will provide life skills and supportive services that are culturally responsive, age-appropriate, gender specific, and individualized to meet the needs of high-risk, justice-involved youth and young adults.

CONTRACTOR's approach will integrate trauma-informed care, peer-based mentorship, and evidence-based life skills training to promote rehabilitation, self-sufficiency, and community reintegration. Every service is delivered with the understanding that cultural identity, personal history, and life experience shape how individuals learn, grow, and change.

### **2.2** MONEY MANAGEMENT

CONTRACTOR shall support responsible money management by ensuring youth receive access to financial literacy education through a partnership with Wells Fargo, helping CLIENTs build skills in budgeting, saving, and long-term planning. CONTRACTOR has established systems already in place to manage disbursement, documentation, and compliance.

### **2.3** SUBSTANCE ABUSE TREATMENT

Substance use disorder treatment shall be provided by Reaching New Heights, whose certified counselors deliver weekly services at the CONTRACTOR's housing site. This shall include individual and group counseling, relapse prevention, harm reduction, and support for co-occurring mental health conditions.

**2.4** GANG DISSOCIATION

Gang disassociation services shall be delivered at CONTRACTOR's site by The Young Visionaries, whose trained mentors and facilitators shall provide culturally competent, trauma-informed services. These include one-on-one mentoring, group sessions, and structured activities that help youth disengage from gang involvement and build healthy, positive identities.

**2.5** CAREER DEVELOPMENT, EDUCATIONAL SERVICES, AND EMPLOYMENT OPPORTUNITIES

CONTRACTOR shall provide career development and job skills training in fields which include but are not limited to electrical, plumbing, carpentry, automotive repair, auto-body repair, barbering, and HVAC

CONTRACTOR agrees to provide support services for career development, educational advancement, and case management across multiple locations to ensure accessibility and coordination for youth participants. The primary service hub is the CONTRACTOR main office, where CLIENTs receive career development, educational support, and case management appointments.

CONTRACTOR shall provide a robust array of support services tailored to address the complex needs of TAY CLIENTs, including career development, job skills training, employment opportunities, and educational services as well as post-conviction relief and other legal aid. These services are trauma-informed, culturally responsive, and grounded in real-world reentry experience.

Career development and job skills training shall be delivered through CONTRACTOR's Path to SEED (PTS) program. PTS community partners include the Riverside County Workforce Development Board and the Fair Chance Hiring Coalition. PTS shall help justice-impacted people secure living wage jobs that can support a family and help them remain free from future system involvement. PTS will provide youth with access to on-the-job training, apprenticeship placements, and industry-specific career pathways. The program includes intensive coaching in resume building, interview preparation, workplace readiness, and ongoing job retention support.

LRP CLIENTs shall have access to living wage job opportunities through the Path to SEED (PTS) program. PTS maintains Fair Chance Hiring Agreements with over 30 local businesses and unions and is actively expanding into the tech and green sectors to meet emerging labor market demands and ensure youth have access to sustainable, forward-looking employment opportunities. PTS will actively place participants into good-paying union apprenticeships with the International Brotherhood of Electrical Workers (IBEW). Through our MOU with Riverside Community College, CLIENTs shall also have access to free-of-charge job certification and training programs in electrical, plumbing, carpentry, automotive repair, auto-body repair, barbering, HVAC work, and more.

CLIENTs shall have access to educational opportunities through CONTRACTOR community partners Underground Scholars and Rising Scholars. These programs will support formerly incarcerated students with accessing and succeeding in higher education. CONTRACTOR staff will facilitate warm handoffs, accompany youth to local campus visits, and help with enrollment, financial aid, and class selection.

CONTRACTOR's staff will also take youth on a college tour at least once per year. Possibilities will include but not be limited to Riverside, Orange County, Los Angeles, and the San Francisco Bay Area. Through these partnerships, TAY participants will be connected to peer mentors, support services, and a welcoming community of students with shared experiences. These connections will provide both immediate academic support and long-term pathways to degrees, certifications, and meaningful career options.

Case management shall also take place at the transitional-aged youth housing site, where the CONTRACTOR's case manager shall work directly with residents. On-site services are supported by CONTRACTOR's peer support specialist who shall provide mentoring, motivational interviewing, and emotional support, and by CONTRACTOR's youth-centered healing practitioner who facilitates healing circles and wellness sessions.

Together, these service locations shall create a seamless system of care linking the CONTRACTOR main office, the CONTRACTOR's youth housing site, and trusted community-based partners throughout Riverside County.

CONTRACTOR's quarterly Marshall Legal Clinic provides post-conviction relief and other legal aid.

**2.6** MENTAL HEALTH TREATMENT

CONTRACTOR shall proactively identify CLIENTs who may benefit from mental health support and, when such needs are observed or disclosed, shall promptly inform the CLIENT and facilitate appropriate access to mental health services. CONTRACTOR shall maintain procedures for screening, referral, and coordination with qualified mental health professionals, and shall ensure that CLIENTs are given timely information about available resources. CONTRACTOR is not required to deliver clinical services directly but must take reasonable steps to connect CLIENTs with licensed mental health providers and support continuity of care as appropriate.

**2.7** CULTURALLY RELEVANT, GENDER-RESPONSIVE, TRAUMA-INFORMED, AND AGE-APPROPRIATE

CONTRACTOR shall deliver individualized, culturally responsive services to high-risk populations, including transitional aged youth (TAY) ages 18–25. CONTRACTOR shall consistently adapt their approach to meet the developmental and cultural needs of younger participants. This will include but not be limited to staffing youthful case managers and peer support specialists who can build rapport more easily with TAY clients through shared lived experience and generational relatability. CONTRACTOR will facilitate meaningful peer connections by linking youth to programs like Underground Scholars and Riverside City College's Rising Scholars, where they can build community with other justice-impacted students and see positive models of transformation. Sigma Beta Xi may provide youth mentors on an in-kind basis.

Under this agreement CONTRACTOR agrees to deepen and formalize its youth-focused programming to ensure age-appropriate and gender-responsive services. CONTRACTOR will incorporate structured weekly life skills sessions that address topics such as conflict resolution, communication, emotional regulation, digital literacy, and money management, all through a youth-centered lens. Gender-specific programming will address the unique challenges faced by young men and women, including healthy relationships, parenting, and navigating identity in reentry. To support this, CONTRACTOR may continue

subcontracting with National Family Life Center, whose facilitators are trained in trauma-informed, culturally relevant approaches.

In recognition of the fact that youth will be transitioning directly from a highly structured carceral environment, CONTRACTOR will provide more consistent routines and higher-touch case management than typically provided for adults. This will include daily check-ins, mentorship, and scaffolded goal setting to help TAY gradually build independence. CONTRACTOR's expanded approach ensures that services are not only culturally aligned but developmentally appropriate and responsive to the lived experiences of high-risk youth.

**2.8** TRANSITION BACK INTO COMMUNITY

CONTRACTOR shall take a comprehensive, youth-centered approach to supporting TAY clients in their successful reentry into the community. CONTRACTOR's case managers will focus first on stabilization, building trust, and helping youth achieve key milestones such as securing employment, participating in education or training, maintaining sobriety (when relevant), and demonstrating increased confidence and readiness for independence. After these foundational goals are met CONTRACTOR's case managers shall work closely with youth to develop a structured, individualized exit plan that addresses housing, income, continued treatment or support needs, and when appropriate, family reunification.

To foster long-term resilience and belonging, CONTRACTOR's staff shall regularly provide youth with pro-social and civic engagement activities, including community service, leadership opportunities, healing circles, and advocacy efforts. These experiences will ensure youth build positive identity, deepen accountability, and connect with broader community networks. Youth shall also receive ongoing life skills training and mentorship. For support with educational goals, CONTRACTOR's case managers will connect them with peer-led programs such as Underground Scholars and Rising Scholars at Riverside City College.

After exiting the program, CONTRACTOR agrees to continue supporting each youth through up to 12 months of follow-up case management, including monthly check-ins, referrals, housing navigation, and crisis support. This extended support will help youth sustain stability and continue progressing toward long-term reentry goals. Through this relational approach, CONTRACTOR supports high-risk youth to reenter their communities with purpose, confidence, and self-determination.

**3.0** COMPREHENSIVE SUPPORT SERVICES

CONTRACTOR shall be allowed under this agreement to outsource additional services not offered within their programs, ensuring a holistic support system for CLIENTs. This includes access to life skills workshops, credible messengers, counseling, and peer support groups as part of the transitional experience.

For this project, CONTRACTOR will subcontract with but not limited to Young Visionaries to provide gang disassociation and mentoring, the National Family Life Center to deliver life skills classes, and Reaching New Heights to offer substance use disorder (SUD) treatment and counseling. When youth have documented disabilities, CONTRACTOR's case managers shall refer them to the California Department of Rehabilitation, which connects them to tailored education and employment services.

CONTRACTOR shall partner with but not limited to Underground Scholars, Rising Scholars, the Riverside County Office of Education, and Riverside Community College to provide educational support. Community

partners such as Riverside All of Us or None (R-AOUON), A New Way of Life Reentry Services, and Sigma Beta Xi offer civic engagement, mentoring, and peer support rooted in shared lived experience.

CONTRACTOR's Path to Staffing, Employment, and Entrepreneurial Development (Path to SEED) program will deliver employment services to youth in the LRP. Path to SEED collaborates with the Riverside County Workforce Development Board, CDCR vocational training programs, and over 30 local unions and businesses to link participants with job training, certifications, and access to living-wage employment. CONTRACTOR's staffing component within Path to SEED will train and place participants of all ages in future-proof green and tech sector jobs. TAY residents will have full access to these opportunities as part of their career development plan.

**3.1** SUBCONTRACTORS

CONTRACTOR's subcontracted services may include but will not be limited to weekly SUD treatment through Reaching New Heights and life skills education through National Family Life Center. CONTRACTOR will also subcontract with the Young Visionaries to provide gang disassociation services and support youth in disengaging from street-involved lifestyles. Education access will be provided through CONTRACTOR's case manager and outreach staff. Employment readiness training, workforce development opportunities, and career development will be delivered through CONTRACTOR's Path to SEED program, which will be primarily in-kind contributions to the TAY housing site.

**3.2** CREDIBLE MESSENGERS

CONTRACTOR recognizes the critical role that credible messengers and mentors play in supporting successful reentry, especially for TAY clients. CONTRACTOR's organizational model shall be grounded in lived experience. Many of CONTRACTOR's staff, including peer support specialists, case managers, and leadership team members, are formerly incarcerated themselves and will bring a deep understanding of the systems our participants are navigating. CONTRACTOR may prioritize hiring staff who reflect the cultural background and lived realities of the youth being served, creating an environment of trust, relatability, and accountability.

For TAY specifically, CONTRACTOR agrees to pair youth with peer staff who are closer in age and able to build authentic relationships rooted in shared experiences of system involvement. CONTRACTOR will introduce younger CLIENTs to peer mentors and student leaders through partnerships with programs like Underground Scholars and Riverside City College's Rising Scholars, where youth can see firsthand what is possible after incarceration.

Under this agreement, CONTRACTOR will formalize and expand use of credible messengers by implementing a structured mentorship component. Each youth will be paired with a trained mentor from Sigma Beta Xi. The mentor will provide consistent support through regular one-on-one check-ins, life coaching, and emotional guidance. Mentors will be recruited by CONTRACTOR with attention to age, gender, and cultural background to ensure alignment with the needs of each participant.

**3.3** NEW PARTNERS

CONTRACTOR will use a proactive, community-informed approach to identifying new partners that can address the emerging needs of high-risk youth. CONTRACTOR's strategy shall begin with ongoing engagement from CONTRACTOR's frontline staff and case managers, who shall identify gaps in services based on direct experience with participants. CONTRACTOR's program leadership will regularly review

CLIENT outcomes, feedback, and trends to assess where additional support may be needed. This will include but will not be limited to specialized mental health services, legal aid, or culturally specific programming.

CONTRACTOR shall identify new partners through local coalition participation, referrals from existing partners, and outreach to community-based organizations serving similar populations. CONTRACTOR's priority will be to create partnerships with organizations led by or serving people with lived experience. CONTRACTOR staff will evaluate potential collaborators based on alignment with our trauma-informed, equity-centered framework. Once identified, CONTRACTOR shall initiate exploratory meetings to assess the fit, explore service capacity, and establish shared goals. As needs evolve, CONTRACTOR will remain flexible and responsive. CONTRACTOR will continue to expand our network of partners and ensure comprehensive, age and gender appropriate, relevant, and culturally competent services for justice-involved TAY participants.

**4.0** TRANSPORTATION AND ACCESSIBILITY
CONTRACTOR shall ensure that housing providers offer transportation for CLIENTs to referrals, job training, educational opportunities, and employment as needed.

CONTRACTOR shall teach CLIENTs to effectively utilize public transportation as a vital life skill.

CONTRACTOR will ensure that CLIENTs in CONTRACTOR's housing program have reliable access to transportation so they can attend services, appointments, education, and employment opportunities. The housing site will be located near Riverside Transit Agency (RTA) bus routes, and each youth will receive a bus pass to support unlimited local travel. In addition to public transit, CONTRACTOR maintains several agency vehicles used to provide direct transportation for residents with time-sensitive or critical needs. This service is available particularly for time-sensitive or critical needs such as job interviews, medical appointments, or court appearances. The house manager will work closely with youth to teach them how to navigate the public transit system, including reading schedules, planning routes, and developing transportation independence. For gaps not covered by transit or agency vehicles, we also provide limited rideshare vouchers to ensure no youth misses an essential opportunity due to lack of transportation. This multi-layered approach ensures consistent, flexible, and equitable transportation access across the program.

**5.0** INCOME SUPPORT SYSTEM
CONTRACTOR agrees to implement an income support structure for CLIENTs that includes:

a. Direct housing payments
b. Monthly stipends based on local costs and CLIENT-specific factors (age, needs, etc.)
c. Ensure that this support aids in their stability and promotes pro-social living.

To achieve this CONTRACTOR shall provide monthly income support to TAY clients in the LRP through stipends of $800 per month, which will be designed to cover essential personal expenses such as food, clothing, hygiene, phone service, and other daily needs. CLIENTs stay in CONTRACTOR's LRP housing shall be free of charge and will include transportation; therefore they will not need housing payments. This stipend shall support youth in focusing on stability and goal achievement during reentry. CLIENTs shall receive additional funds for mutually agreed-upon milestones, such as enrolling in education or training, securing employment, or completing a certification.

CONTRACTOR shall provide a milestone pool of $500 per year per youth that will be available for notable accomplishments with educational, employment, and housing goals. Transportation funds will cover bus passes, staff mileage, and rideshare costs to ensure consistent access to school, work, and appointments. Since the CONTRACTOR's provided house will be fully dedicated to TAY youth in the LRP, ongoing rent, utilities, and house supplies will also be a program expense.

**6.0** DATA TRACKING AND REPORTING

CONTRACTOR agrees to track program activities and outcomes, providing COUNTY with quarterly reports to demonstrate the effectiveness and impact of the services funded by the grant.

CONTRACTOR shall utilize collected data to inform COUNTY of continuous improvement of program offerings and outcomes.

CONTRACTOR will implement a structured data collection and evaluation plan to meet monthly, quarterly, and annual reporting requirements for the COUNTY and any designated third-party evaluators. CONTRACTOR's case managers and administrative staff will enter CLIENT-level data into CONTRACTOR's secure tracking system on an ongoing basis, documenting intake assessments, service participation, progress toward goals, and outcome milestones. CONTRACTOR will track attendance at required services (e.g., SUD treatment, life skills classes), employment and education progress, and housing stability.

CONTRACTOR's program manager will conduct monthly internal reviews to ensure data accuracy, identify trends, and make real-time adjustments to service delivery. On a quarterly basis, CONTRACTOR's leadership will compile and analyze aggregate data to assess performance against benchmarks, identify gaps, and prepare narrative summaries and metrics for the COUNTY. Annually, CONTRACTOR will complete a comprehensive evaluation that includes outcome analysis, stakeholder feedback, and recommendations for continuous improvement. CONTRACTOR will collaborate closely with the COUNTY and any third-party evaluators to ensure all required data is submitted in the correct format and timelines, and that findings are used to strengthen the program and inform future strategy.

**6.1** REPORTS

CONTRACTOR agrees to provide quarterly reports. Reports shall include, but will not be limited to:

a. CLIENT Income Support
b. Housing Costs
c. Transportation
d. Education
e. Vocational Program
f. Supportive Services
g. CLIENT Outcomes

**7.0** COMMUNICATION WITH COUNTY

CONTRACTOR will maintain consistent, structured communication with the COUNTY to ensure effective oversight and alignment throughout the grant period. CONTRACTOR's methods shall include regularly scheduled coordination meetings to review program activities, participant progress, and any emerging concerns. CONTRACTOR will provide timely updates to the COUNTY through progress reports, case

notes, and outcome data, while maintaining confidentiality standards. CONTRACTOR's team will remain available for real-time coordination with probation officers and COUNTY as needed.

CONTRACTOR's program management will collaborate with the COUNTY by participating in periodic joint planning meetings, case reviews, and progress debriefs to ensure alignment between service delivery and COUNTY expectations. The CONTRACTOR's Executive Director and Operations Manager will serve as primary points of contact for the COUNTY and will ensure that service adjustments, staffing updates, and program challenges are communicated promptly and transparently. CONTRACTOR's management staff will incorporate COUNTY feedback into internal decision-making and supervision processes to ensure the CONTRACTOR's program remains responsive to youth needs and COUNTY priorities. Through this collaborative approach CONTRACTOR will create shared accountability and continuous improvement in program outcomes and inter-agency coordination.

# EXHIBIT B

## PAYMENT PROVISIONS

CONTRACTOR shall only invoice and be compensated for actual days services are rendered as response to COUNTY referrals. The COUNTY does not guarantee any minimum amount of referrals. Services will be rendered on an as-needed basis only. In addition placement/referrals of CLIENT will be based on what COUNTY and CLIENT determines to be in the best interest of the CLIENT.

| YEAR 1 | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $130,439.00 |
| Total Program/Operational Cost | $66,150.00 |
| Total Equipment | $4,925.00 |
| Total Travel | $2,000.00 |
| Total Subcontractors | $18,018.00 |
| Total Administrative/Overhead/Other | $50,000.00 |
| Total Annual Cost | $271,532.00 |
| | |
| Total # Youth / Referral Served | 3 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $7,542.00 |
| Housing Cost per referral | $90,504.00 |
| Anticipated # of subcontractors | 4 |

| YEAR 2 | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $136,666.00 |
| Total Program/Operational Cost | $89,655.00 |
| Total Equipment | $1,838.00 |
| Total Travel | $3,725.00 |
| Total Subcontractors | $25,000 |
| Total Administrative/Overhead/Other | $52,580.00 |
| Total Annual Cost | $309,764.00 |
| | |
| Total # Youth / Referral Served | 5 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $5,162.00 |
| Housing Cost per referral | $61,944.00 |
| Anticipated # of subcontractors | 4 |

**Option to renew for an additional two (2) years**

| YEAR 3 - Option to Renew Year | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $150,984.00 |
| Total Program/Operational Cost | $112,000.00 |
| Total Equipment | $1,930.00 |
| Total Travel | $6,900.00 |
| Total Subcontractors | $32,900.00 |
| Total Administrative/Overhead/Other | $57,000.00 |
| Total Annual Cost | $361,714.00 |
| | |
| Total # Youth / Referral Served | 7 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $4,306.00 |
| Housing Cost per referral | $51,673.00 |
| Anticipated # of subcontractors | 4 |

| YEAR 4 - Option to Renew Year | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $150,984.00 |
| Total Program/Operational Cost | $148,401.00 |
| Total Equipment | $2,300.00 |
| Total Travel | $8,500.00 |
| Total Subcontractors | $42,451.00 |
| Total Administrative/Overhead/Other | $60,000.00 |
| Total Annual Cost | $412.636.00 |
| | |
| Total # Youth / Referral Served | 10 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $3,438.00 |
| Housing Cost per referral | $41,263.00 |
| Anticipated # of subcontractors | 4 |

# Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Starting Over, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Professional Service Agreement (the "Underlying Agreement") between the County of Riverside ("County") and 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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.**

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

# Starting Over Inc. PSA PRARC-95278-003-05-30

Final Audit Report 2026-05-20

| | |
|---|---|
| Created: | 2026-05-20 |
| By: | Patrick Meeks (PMeeks@Rivco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAgVjAnRoXCJ6FglhY1s_X5u97dWWWjWzO |

## "Starting Over Inc. PSA PRARC-95278-003-05-30" History

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Agreement completed.
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Adobe Acrobat Sign

# PROFESSIONAL SERVICE AGREEMENT

**for**

**OYCR LESS RESTRICTIVE PROGRAM (LRP) GRANT SERVICES**
**(Transitional Client Support)**

**between**

**COUNTY OF RIVERSIDE**

**And**

**SOLID GROUND WELLNESS IN RECOVERY, LLC**



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This Agreement is made and entered into this 23rd day of June, 2026, by and between Solid Ground Wellness in Recovery, LLC, a California Limited Liability Company, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, 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 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 for two (2) years, with the option to renew for an additional two (2) years in consecutive one-year periods by a written amendment signed by the authorized representatives of both parties, 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 to 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 One Million Two

Hundred Seventeen Thousand Six Hundred Forty Dollars ($1,217,640) for the initial two (2) year term of this agreement including all expenses. 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. 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 be considered and approved by COUNTY. 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 for 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.

**3.3** 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-95278-002-05/30;

quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

**3.4** 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. 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, 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 his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. 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, he 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. 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 that the COUNTY deems to be appropriate, including, but not limit 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 fully 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** 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.

**9.6** 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. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** 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 decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** 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.

**12. 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.

**13. 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

Riverside County. 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.

**14. Non-Discrimination**

CONTRACTOR shall not 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. §12101 et seq.) and all other applicable laws or regulations.

**15. 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 (5) 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.

**16. Confidentiality**

**16.1** 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.

**16.2** 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.

**16.3** 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 I of this Agreement.

**17. 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.

**18. 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 (2) days after their deposit in the United States mail, postage prepaid:

| **COUNTY OF RIVERSIDE** | **CONTRACTOR** |
|---|---|
| Probation Department | Solid Ground Wellness in Recovery, |
| 3960 Orange Street, Suite 600 | LLC |
| Riverside, CA 92504 | 6860 Brockton Avenue, #9 |
| Riverside, CA 92504 | Riverside CA 92506 |

**19. 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.

**20. 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 ten (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.

**21. Hold Harmless/Indemnification**

**21.1** 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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** 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.

**21.3** 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.

**21.4** 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. <u>Insurance</u>**

**22.1** 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.

**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. Excess or Umbrella Liability policies used to meet the limits of liability required by RFP# 095A, said

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

**C. Vehicle Liability:**

If vehicles or mobile equipment is 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. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. Sexual Abuse or Molestation (SAM) Liability:**

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation,

Vendor/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.

**F. 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. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $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 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. 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) 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.

5) 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 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) 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.

**23. <u>General</u>**

**23.1** 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.

**23.2** 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.

**23.3** 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.

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

**23.5** 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.

**23.6** 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.

**23.7** 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.

**23.8** 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.

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

**23.10** 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).

**23.11** 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.

**23.12** 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.

**23.13** This Agreement 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 to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement 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.

[Signature Page Follows]

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 Liability

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

Dated: JUN 2 3 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By:
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez (May 20, 2026 11:33:43 PDT)
Deputy County Counsel

**SOLID GROUND WELLNESS IN RECOVERY,** a California Limited Company

By:
Lisa M. Molina
Program Director / Co-Founder

Dated: 05/20/2026



JUN 2 3 2026 3.41

# EXHIBIT A

## SCOPE OF SERVICES

1.0 Scope of Services
- 1.1 Transitional Housing Operations
- 1.2 Intensive Case Management and Supervision
- 1.3 Workforce and Educational Development
- 1.4 Behavioral Health and Substance Use Support
- 1.5 Transportation and Community Integration
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- 2.1 Diverse Transitional Housing Options
- 2.2 Available Beds
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  - 2.3.1 Emergency and Natural Disaster Response
  - 2.3.2 Missing or Absconded Clients
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- 3.4 Age Appropriate Developmental Focus
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## 1.0 SCOPE OF SERVICES

Provide transitional housing options for Individuals between the age of 18 years and 25 years currently in the care and responsibility of the County of Riverside Probation Department who are qualified and approved to participate in the Less Restrictive Program (LRP) (herein referred to as CLIENT) transitioning from the Secure Youth Treatment Facility (SYTF) into a Less Restrictive Program (LRP) to provide the CLIENTs a housing opportunity in the community where they will complete the remainder of their baseline term in a less restrictive setting that supports their reentry into the community with structure and supportive reentry services.

CONTRACTOR will utilize the Less Restrictive Program (LRP) funds to expand and enhance transitional housing and intensive case management services for justice-involved youth and young adults (ages 18-25) transitioning from secure or custodial settings into the community. Funds will directly support program operations that ensure participants receive safe housing, individualized supervision, and access to the full continuum of care necessary to achieve stability and reduce recidivism.

The funding will be strategically allocated across the following priority areas:

### 1.1 TRANSITIONAL HOUSING OPERATIONS

CONTRACTOR shall maintain and enhance its five existing residential transitional housing sites across Riverside County. CONTRACTOR agrees to use funds for:

a. Lease and utility expenses for program-designated units.
b. Facility maintenance, furnishings, and safety upgrades to comply with county and state standards.
c. Daily provision of meals and basic needs for residents.
d. On-site staff coverage for 24-hour supervision and support.

Outcome: Provide 25 beds for LRP participants with stable, recovery-oriented housing for up to 18 months.

### 1.2 INTENSIVE CASE MANAGEMENT AND SUPERVISION

CONTRACTOR will deliver individualized case management and life skills development to address criminogenic risk factors and promote reentry success. CONTRACTOR agrees to use funds for:

a. Salaries and benefits for case managers, life skills coaches, and program supervisors.
b. Implementation of evidence-based case planning tools (e.g., ASAM, risk/needs assessments).
c. Development of Individualized Service Plans (ISPs) aligned with probation requirements.
d. Coordination with mental health, educational, and employment agencies.

Outcome: Reduce recidivism and improve participants' self-sufficiency through structured supervision and goal-oriented support.

### 1.3 WORKFORCE AND EDUCATIONAL DEVELOPMENT

CONTRACTOR shall equip participants with employability skills, trade training, and educational advancement opportunities. CONTRACTOR agrees to use funds for:

a. Partnerships with local workforce agencies and trade schools.
b. Job readiness workshops, resume assistance, and interview preparation.
c. Assistance with FAFSA, GED, and vocational program enrollment.

Outcome: Increase employment placement and educational participation rates among youth and young adults.

**1.4** BEHAVIORAL HEALTH AND SUBSTANCE USE SUPPORT

CONTRACTOR ensures access to trauma-informed, culturally responsive services that address mental health and substance use needs. CONTRACTOR agrees to use funds for:

a. Coordination of outpatient and intensive outpatient (IOP) services through CONTRACTOR's DHCS-certified treatment program.
b. Incentive-based relapse prevention groups and peer mentorship.
c. Linkages to psychiatric care, detoxification, and residential treatment when clinically indicated.

Outcome: Enhance recovery stability and reduce relapse incidents among program participants.

**1.5** TRANSPORTATION AND COMMUNITY INTEGRATION

CONTRACTOR will Remove transportation barriers to treatment, employment, and probation compliance. CONTRACTOR agrees to use funds for:

a. Program-owned vehicle maintenance, fuel, and insurance.
b. Bus passes and ride-share stipends for verified program activities.
c. Support for supervised outings and community service participation.

Outcome: Improve client access to services and community engagement while maintaining accountability.

**1.6** DATA TRACKING, REPORTING, AND QUALITY ASSURANCE

CONTRACTOR agrees to Ensure compliance with County reporting requirements and continuous program improvement. CONTRACTOR agrees to use funds for:

a. Implementation of secure data management software for case documentation and outcome reporting.
b. Quarterly data analysis and program evaluation to measure housing stability, employment, and recidivism reduction.

Outcome: Transparent, data-driven program management that demonstrates measurable impact.

LRP funds will enable CONTRACTOR to expand capacity, enhance service quality, and strengthen coordination with the COUNTY. By integrating housing stability, supervision, behavioral health, and skill development, CONTRACTOR's program will directly address the core needs of youth and young adults in the justice system-advancing the COUNTY's vision of safe, sustainable reentry and long-term community success.

**2.0** THE RESPECTIVE SERVICES, WHICH INCLUDE BUT ARE NOT LIMITED TO:

**2.1** DIVERSE TRANSITIONAL HOUSING OPTIONS

CONTRACTOR to accommodate the limited number of clients transitioning from COUNTY SYTFs into the LRP annually.

CONTRACTOR shall ensure housing locations are strategically placed across the community to maximize accessibility and support for clients.

CONTRACTOR agrees to provide transitional housing for post-carceral clients who are on active probation supervision throughout Riverside County and neighboring regions. CONTRACTOR's program shall be specifically structured to support individuals transitioning from incarceration or custodial settings into stable community-based housing environments. There shall be no more than 2 people housed in each bedroom.

CONTRACTOR will maintain close communication and collaboration with COUNTY Probation officers to ensure residents comply with the terms of their supervision and receive the necessary structure to promote accountability and long-term success. The COUNTY will be informed of all admissions, progress updates, and any significant changes in client status, including but not limited to curfew violations, absences, or positive drug screens.

CONTRACTOR's transitional housing program shall integrate case management, supervision, and rehabilitative support to promote reentry readiness and community stability. Each participant will receive individualized support from CONTRACTOR that includes but is not limited to:

a. Structured living arrangements with curfews, sign-in/out protocols, and consistent staff supervision
b. Weekly case management sessions focusing on goal planning, compliance, and personal development
c. Linkages to outpatient and behavioral health services for ongoing substance use or mental health treatment needs
d. Employment and education support, including resume assistance and job placement connections
e. Transportation assistance for reasons including but not limited to court appearances, probation check-ins, treatment, education, and employment

**2.2** AVAILABLE BEDS

CONTRACTOR maintains a maximum capacity of 25 LRP residents at any given time across transitional housing locations. This capacity shall allow CONTRACTOR to provide individualized attention, structured supervision, and comprehensive case management for each client while maintaining a safe and supportive environment.

CONTRACTOR's transitional housing program shall serve both male and female residents in gender-appropriate settings. Each site will be staffed by CONTRACTOR's trained personnel who shall provide twenty four (24)-hour oversight, ensuring accountability and adherence to program guidelines. Maintaining a limit of 25 residents ensures CONTRACTOR shall:

a. Provide personalized case management and supervision tailored to each client's needs and probation requirements
b. Ensure sufficient staff-to-client ratios for safety, compliance, and service quality
c. Offer individualized life skills coaching, employment readiness support, and clinical linkages
d. Sustain a therapeutic, recovery-oriented community where residents are encouraged to build pro-social behaviors and peer support networks

This structure shall ensure that all clients will receive the level of attention, monitoring, and rehabilitative support required for successful reentry, consistent compliance with COUNTY Probation supervision, and long-term stability in the community.

**2.3** EMERGENCY PLAN

CONTRACTOR shall maintain a comprehensive Emergency Preparedness and Critical Incident Response Plan to ensure the safety and accountability of all residents and CONTRACTOR's staff in the event of an emergency, natural disaster, or critical incident. CONTRACTOR shall provide Emergency Preparedness and Critical Incident Response Plan to COUNTY upon COUNTY's request.

**2.3.1** EMERGENCY AND NATURAL DISASTER RESPONSE

Each of the CONTRACTOR's transitional housing location shall be equipped with an Emergency Action Plan that outlines procedures for fire, earthquake, power outage, medical emergency, or other natural

disasters. CONTRACTOR's staff shall be trained in emergency evacuation, first aid, and crisis response. Evacuation routes will be clearly posted, and emergency supplies (first aid kits, flashlights, food, and water) are maintained on-site.

CONTRACTOR's staff shall be responsible for conducting headcounts and welfare checks to ensure all residents are accounted for.

Local emergency services (fire, police, paramedics) are contacted by CONTRACTOR immediately when needed.

Clients shall receive orientation on CONTRACTOR's emergency procedures during intake and periodic refreshers during their stay.

#### 2.3.2 MISSING OR ABSCONDED CLIENTS

In the event that a resident leaves the CONTRACTOR's premises without authorization, fails to return by curfew, or their whereabouts become unknown, the incident is treated as a critical event.

CONTRACTOR's staff shall initiate immediate outreach efforts, including phone calls and wellness checks, to locate the client.

If the client cannot be located by the CONTRACTOR within two (2) hours of the missed curfew or expected return, a Missing Client Report is generated.

The assigned COUNTY probation officer shall be notified by CONTRACTOR immediately by phone and/or email, should the a client go missing or be absconded after COUNTY business hours, during a weekend, holiday, or the probation officer is unable to be reached CONTRACTOR shall notify the Probation Duty Desk, followed by written documentation of the event.

All incidents will be documented by the CONTRACTOR in the client's file and included in internal reports for supervisory review and quality assurance.

### 2.4 COLLABORATION AND ACCOUNTABILITY

CONTRACTOR shall work closely with the COUNTY to ensure timely and transparent communication. In cases involving probation clients, notification to the supervising officer shall occur within one (1) hour of confirmed absence or critical event whenever possible. Follow-up reports provided by CONTRACTOR include details of the incident, staff actions taken, and any subsequent client contact or resolution.

CONTRACTOR's structured and timely response process will ensure that client safety, program integrity, and COUNTY Probation compliance are always maintained.

### 2.5 CURFEW AND SIGN-IN/SIGN OUT PROTOCOL

CONTRACTOR agrees to enforce a strict curfew and sign-in/sign-out protocol to maintain structure, accountability, and resident safety within CONTRACTOR's transitional housing program. These procedures shall be aligned with COUNTY Probation supervision requirements and ensure that clients remain engaged in pro-social, recovery-oriented activities.

CONTRACTOR's curfew policy includes but is not limited to:

a. Standard curfew hours shall be 10:00 p.m. to 6:00 a.m., unless otherwise authorized by the client's probation officer.

b. Curfew adjustments may be granted for verified employment, treatment schedules, or educational commitments with prior written approval by the client's probation officer.
c. Staff will conduct nightly headcounts, and curfew checks to verify the presence of all residents.

CONTRACTOR's Sign-in/Sign-out procedure includes but is not limited to:
Residents must sign in and out each time they enter or leave the CONTRACTOR's facility, documenting the destination, purpose, and expected return time.

All absences from the CONTRACTOR's property for appointments, work, education, or treatment must be pre-approved by CONTRACTOR's staff.

Random spot checks and phone verifications are conducted by CONTRACTOR to confirm resident whereabouts during approved absences.

Any failure to sign in or out, return by curfew, or provide accurate information is documented by CONTRACTOR as a program violation and immediately reported to the assigned COUNTY Probation officer for follow-up.

### 2.6 ACCOUNTABILITY MEASURES

CONTRACTOR's staff shall maintain a daily log of resident movements, curfew checks, and compliance issues.

COUNTY Probation officers may request attendance logs from CONTRACTOR at any time to verify participation and compliance.

Repeated curfew or sign-out violations trigger additional case management sessions and, if necessary, an escalation plan developed jointly between CONTRACTOR and COUNTY Probation supervision.

CONTRACTOR's structured protocol will be designed to support community safety, reinforce personal responsibility, and ensure clients develop the habits necessary for successful reintegration and long-term independence.

### 2.7 SERVICE LOCATIONS

CONTRACTOR agrees to operate five (5) transitional housing locations within Riverside County- one (1) in Moreno Valley and four (4) in the City of Riverside. Each site shall provide a safe, structured, and supportive living environment for individuals transitioning from incarceration, COUNTY Probation supervision, or treatment programs into stable community housing.

All CONTRACTOR locations shall be supervised by trained residential staff and case managers who provide 24-hour on-site support and monitoring. CONTRACTOR's staff shall be trained in trauma informed care, relapse prevention, crisis response, and motivational interviewing to ensure a consistent, client-centered approach.

#### 2.7.1 HOURS OF OPERATION:

All CONTRACTOR's transitional housing facilities shall operate 24 hours per day, 7 days per week, including holidays. CONTRACTOR's case management and administrative services will be available Monday through Friday, 8:00 a.m. to 5:00 p.m., with on-call staff available after hours for emergencies.

Facility Overview:

a. Moreno Valley Location:
12935 Glenmere Drive, Moreno Valley, Ca 92553
Capacity: 11 clients (Maximum of 2 per room)
Environment: Single-family residential home located near public transportation, grocery stores, and medical offices.
Features: Shared bedrooms fully furnished common areas, onsite laundry, Wi-Fi access, and a large outdoor area for recreational and group activities.
Staffing: One (1) residential house manager and one (1) case manager providing oversight and client support.

b. Riverside Locations (4 total):
Combined Capacity: 48 clients (ranging from 10-14 residents per location depending on square footage and layout) (Maximum of 2 per room).
Environment: Residential homes situated within a close proximity to community resources, treatment centers, and employment opportunities.
Features: Gender-specific units, furnished living spaces, communal kitchens, semi-private bedrooms, and designated case management areas.
Staffing: Each site shall have one (1) resident manager onsite daily and rotating supervision from the CONTRACTOR's case management and operations team.

All sites shall be maintained to meet local health, safety, and fire standards, and clients will receive daily monitoring, weekly case management sessions, and coordinated linkages to educational, vocational, and behavioral health resources.

CONTRACTOR's housing network shall be able to provides a total of 25 beds, or such other level as authorized in writing by COUNTY, dedicated to supporting justice-involved and recovery-oriented clients with individualized care and supervision to promote long-term stability and community reintegration.

**2.8** LENGTH OF STAY

The length of stay in CONTRACTOR's transitional housing program shall be based on each client's individual needs, progress, and supervision requirements rather than a fixed timeframe. Residents will remain in the program as long as clinically and behaviorally appropriate, ensuring they have achieved sufficient stability, income, and independent living skills before transitioning to permanent housing.

CONTRACTOR ensures that each client will participate in the development of an Individualized Housing and Case Management Plan upon entry, which CONTRACTOR shall review and update monthly to measure progress toward key reentry goals such as employment, education, substance use recovery, and community reintegration.

CONTRACTOR's Typical Program Progression shall include but will not be limited to:

a. Stabilization Phase: Residents will focus on establishing routines, meeting probation obligations, addressing behavioral health or substance use needs, and reconnecting with family or community supports.
b. Skill-Building Phase: Clients will participate in life skills training, financial literacy, employment readiness, and educational programs designed to build confidence and independence.

c. Transition Phase: Focus will shift toward securing stable employment, saving for housing deposits, and developing a post-program sustainability plan with continued community support.

Extensions of stay are determined through collaboration between COUNTY Probation officer, CONTRACTOR's case manager, and program director, based on the client's demonstrated effort and progress toward goals. This flexible model shall ensure that each participant receives the time and resources necessary to achieve lasting recovery, housing stability, and compliance with COUNTY Probation requirements before discharge.

**2.9** HOUSING PHYSICAL STRUCTURE

CONTRACTOR shall operate five (5) residential-style transitional housing facilities throughout Riverside County, four (4) located in the City of Riverside and one (1) in Moreno Valley. Each property will provide a safe, comfortable, and recovery-oriented living environment designed to promote stability, accountability, and successful community reintegration.

All CONTRACTOR's homes will be single-family residences maintained to meet or exceed local building, fire, and health safety standards. Each site shall be fully furnished and equipped to provide a supportive, structured setting for clients transitioning from probation, incarceration, or treatment programs into independent living.

a. Moreno Valley Residence-12935 Glenmere Drive, Moreno Valley, Ca 92553
Square Footage: 2,100 sq. ft.
Bedrooms/Bathrooms: 5 bedrooms, 2 bathrooms
Capacity: 6 residents (Maximum of 2 per room)
Description: Spacious single-family home located near major bus routes, grocery stores, and healthcare facilities. The property includes shared bedrooms, a communal kitchen, large living and dining areas, on-site laundry, outdoor recreation space, Wi-Fi access, and secured storage.

b. Riverside Residence #1- 782 Libby Drive, Riverside, CA 92507
Square Footage: 2,700 sq. ft.
Bedrooms/Bathrooms: 7 bedrooms, 4 bathrooms
Capacity: 8 residents (Maximum of 2 per room)
Description: Quiet residential neighborhood within walking distance to employment and community resources. The home offers furnished rooms, a full kitchen, designated meeting area for case management sessions, and a backyard for group activities and recreation.

c. Riverside Residence #2 – 775 Libby Drive, Riverside, CA 92507
Square Footage: 2,600 sq. ft.
Bedrooms/Bathrooms: 6 bedrooms, 3 bathrooms
Capacity: 8 residents (Maximum of 2 per room)
Description: The largest of our Riverside properties, designed to accommodate clients requiring additional space for extended transitional stays. Includes a large living room, open kitchen, computer access area, outdoor patio, and dedicated office space for on-site staff supervision and documentation.

d. Riverside Residence #3 – 717 Arliss Street, Riverside, CA 92507
Square Footage: 1,600 sq. ft.

Bedrooms/Bathrooms: 4bedrooms, 2 bathrooms
Capacity: 6 residents (Maximum of 2 per room)
Description: Comfortable single-family home providing a smaller, more intimate environment for clients who benefit from a quieter, highly structured setting. The property includes shared living areas, laundry access, and proximity to public transportation and community services.

e. Riverside Residence #4 – 18292 Bert Road, Riverside, CA 92508 / Currently at capacity
Square Footage: 1,700 sq. ft.
Bedrooms/Bathrooms: 4 bedrooms, 2 bathrooms
Capacity: 8 residents (Maximum of 2 per room)
Description: Centrally located home offering easy access to outpatient treatment, educational programs, and local employment centers. Includes fully furnished living spaces, kitchen, shared bathrooms, outdoor space, and Wi-Fi access.

Amenities Provided by CONTRACTOR Available at All Locations:

a. 24-hour on-site staff supervision and monitoring
b. Fully equipped kitchens and shared dining areas
c. On-site laundry and Wi-Fi
d. Transportation assistance for employment, education, and probation-related appointments
e. Fire safety systems and emergency supplies
f. Clean, well-maintained, and gender-appropriate housing environments
g. Meals may be included for an additional $350 per client per month. California max EBT amount is $270 for an individual with no income. CONTRACTOR's rate is based on that amount including preparation.

**2.10** MAXIMUM CAPACITY

The maximum number of clients CONTRACTOR can house is a total system capacity of 60 residents. CONTRACTOR operates multiple transitional housing locations with broader organizational capacity. Under this Agreement, CONTRACTOR shall dedicate capacity sufficient to serve up to twenty-five (25) LRP youth/referrals annually, or such other level as authorized in writing by COUNTY. Nothing in this Agreement shall be interpreted as requiring CONTRACTOR to dedicate or make available its full organizational housing inventory to COUNTY under this Agreement."

**2.11** AVAILABILITY OF BEDS

On average, a bed in CONTRACTOR's transitional housing program becomes available every 45 to 60 days, depending on the client's progress, COUNTY Probation requirements, and readiness for transition to independent living.

Because residents participate in individualized case management and structured reentry planning, length of stay may vary by person. Some clients may complete their goals and transition to permanent housing or family reunification within a few months, while others may remain longer to achieve stability in employment, recovery, and education.

CONTRACTOR will manage its housing capacity carefully to ensure seamless transitions and minimal

wait times for new referrals. The process includes:

a. Advance discharge planning initiated at least thirty (30) days prior to expected move-out, allowing proactive coordination for incoming clients.
b. Collaboration with COUNTY Probation officers and referral partners to prioritize individuals based on eligibility, supervision needs, and housing readiness.
c. Ongoing bed tracking and utilization reports maintained by the CONTRACTOR's housing coordinator to ensure efficient use of available space.

CONTRACTOR's structured system ensures a consistent program flow while providing each resident sufficient time and resources to achieve long term housing stability and community reintegration.

**2.12** NOTIFICATION PROCESS

CONTRACTOR will follow a coordinated and transparent notification process when a bed becomes available in its transitional housing program to ensure efficient placement and timely communication with referral partners, including the COUNTY.

Internal Tracking and Vacancy Identification:

CONTRACTOR's Housing Coordinator shall maintain a real-time bed availability log, updated daily to track current occupancy, anticipated discharges, and pending intakes. As soon as a vacancy is confirmed, the coordinator shall notify the Program Director and designated case management staff.

Referral Notification:

Within 24 hours of identifying an available bed, CONTRACTOR's Program Director or Case Manager contacts the referring agency-typically the client's probation officer, case worker, or COUNTY liaison-via email or phone. The notification includes:

a. Available location and expected move-in date
b. Client eligibility criteria and any site-specific requirements
c. Documentation needed for intake (e.g., referral form, supervision plan, assessment results)

Client Notification and Pre-Screening:

At the acceptance of a referral, the referred client shall be contacted directly by the CONTRACTOR's case manager to schedule an intake appointment and pre-screening interview. During this process, CONTRACTOR's staff confirm the client's readiness for transitional housing, review program expectations, and coordinate transportation or COUNTY Probation clearance for placement.

Confirmation and Documentation:

Upon acceptance, CONTRACTOR's case manager provides written confirmation of placement to the COUNTY Probation officer or referring entity within one (1) business day. The client's entry date and assigned housing location are logged by the CONTRACTOR in the program database for reporting and monitoring purposes.

CONTRACTOR's structured notification and intake process shall ensure a timely placement, clear communication, and full accountability between CONTRACTOR, the referring agencies, and COUNTY Probation partners-supporting seamless transitions and continuity of care for justice-involved clients.

**2.13** SCREENING AND INTAKE

CONTRACTOR will maintain a structured and consistent screening, intake, and discharge procedure to ensure that all residents are appropriately placed, supported, and transitioned in a

way that promotes safety, compliance, and long-term stability. These processes shall be aligned with COUNTY supervision requirements, trauma-informed care principles, and the CONTRACTOR's commitment to providing safe, recovery-oriented housing for justice-involved individuals.

**2.14** COMPREHENSIVE INTAKE AND ASSESSMENT

Upon entry, each participant completes a biopsychosocial and risk-needs assessment utilizing tools such as ASAM, AUDIT, and evidence-based criminogenic risk evaluations.

CONTRACTOR's assessments shall identify barriers to reentry-including housing, employment, mental health, and family support-informing the Individualized Reentry Plan (IRP).

The IRP shall outline specific goals in housing stabilization, behavioral health, education, and employment, with measurable benchmarks reviewed weekly by the CONTRACTOR's case management team.

Screening Process:

The CONTRACTOR's screening process shall be designed to verify eligibility, assess needs, and ensure that each referral is placed in the most appropriate housing setting.

Referrals will be accepted from COUNTY Probation officers, community treatment providers, courts, and behavioral health agencies.

CONTRACTOR's Program Director or Case Manager shall review the referral packet, which includes supervision status, criminal history, substance use and mental health background, and risk/needs assessment results.

Candidates will be pre-screened for readiness, stability, and willingness to comply with CONTRACTOR's guidelines and COUNTY Probation conditions.

A phone or in-person screening interview is conducted by CONTRACTOR to confirm program understanding, goals, and compatibility with existing residents.

Intake Process:

Once approved, clients shall complete a structured intake process that includes orientation, documentation, and case planning.

Orientation:

Residents will be briefed on all housing rules, curfews, grievance procedures, emergency plans, and drug/alcohol policies.

Agreements:

Clients will sign a Program Participation Agreement, Confidentiality Acknowledgment, and Probation Compliance Form.

Assessment:

CONTRACTOR's Case managers will conduct an initial biopsychosocial assessment to identify needs in housing, employment, education, behavioral health, and life skills.

Case Plan Development:
A personalized Individualized Service Plan (ISP) is created by CONTRACTOR in collaboration with the client and COUNTY Probation officer to establish measurable goals and timelines.

Urine Drug Screen:
A baseline test is conducted by CONTRACTOR at entry to ensure a substance-free start to the program.

**2.15** DISCHARGE PROCESS

The discharge process shall be collaborative and goal-oriented, ensuring that each client transitions safely and sustainably:

Planned Discharges:
CONTRACTOR's Case managers shall initiate discharge planning at least thirty (30) days prior to the anticipated move out date, assisting with locating permanent housing, continued treatment, or community supports.

Unplanned or Involuntary Discharges:
In cases of rule violations or relapse, CONTRACTOR's staff provide crisis intervention and attempt to stabilize the client. COUNTY Probation officers shall be immediately notified by CONTRACTOR, and referrals may be made by CONTRACTOR to alternative placements such as detoxification, residential treatment, or crisis housing. Under this agreement unplanned or involuntary discharges shall not be authorized.

Exit Review:
Clients will participate in an exit interview conducted by CONTRACTOR and receive documentation of their program participation, progress summary, and resource referrals for continued success.

Follow-Up:
CONTRACTOR's Case managers shall maintain post-exit contact for up to thirty (30) days to support reentry stability and gather outcome data for program reporting.

CONTRACTOR's structured process ensures appropriate placement, accountability, and continuity of care while supporting client progress toward independence, recovery, and successful completion of Probation supervision.

**2.16** CLIENT TRANSITION BACK TO COMMUNITY

CONTRACTOR's Reentry Transition Plan shall be built on the philosophy that successful reintegration requires stable housing, structured supervision, consistent case management, and meaningful connections to employment, education, and community support systems, CONTRACTOR's program will be designed to guide each participant through a structured, individualized pathway from custody or probation oversight to independent, sustainable living. The plan will integrate evidence-based practices, wraparound support, and coordinated partnerships to promote stability, accountability, and long-term success for high-risk youth and young adults.

Through CONTRACTOR's structured transition plan participants will:

a. Achieve housing stability and financial independence
b. Maintain sobriety and compliance with supervision requirements
c. Develop vocational and educational achievements
d. Reinforce pro-social community connections and self-sufficiency

CONTRACTOR's comprehensive approach will result in reduced recidivism, sustained recovery, and long-term reintegration success-fully aligning with the goals and intent of the Less Restrictive Program (LRP).

**2.17** STEP-DOWN AND AFTERCARE SUPPORT

As clients near CONTRACTOR's program completion, case managers will assist with:

a. Securing permanent housing or independent living arrangements.
b. Transitioning to community-based outpatient or peer recovery services.
c. Establishing post-program check-ins for up to six (6) months after discharge.

Graduates will be encouraged to remain engaged as peer mentors, supporting new participants and reinforcing a culture of accountability and success.

**3.0** INTENSIVE CASE MANAGEMENT AND SUPERVISION

CONTRACTOR agrees to provide individualized case management that includes mentorship and guidance in:

a. Life skills training
b. Money management
c. Substance abuse treatment
d. Gang dissociation
e. Career development and job skills training in fields which include but are not limited to electrical, plumbing, carpentry, automotive repair, auto-body repair, barbering, and HVAC
f. Educational support
g. Mental health treatment

CONTRACTOR shall ensure all services are culturally relevant, gender-responsive, trauma-informed, and age-appropriate.

CONTRACTOR's Case managers will conduct weekly individual sessions to monitor progress, reinforce accountability, and adjust service plans as needed.

Wraparound services shall include but are not limited to:

a. Substance use treatment and relapse prevention through CONTRACTOR's DHCS-certified outpatient program.
b. Mental health linkages for therapy, psychiatry, and peer support.
c. Educational and vocational training through local workforce and community college partnerships.
d. Transportation assistance provided by CONTRACTOR to ensure access to employment, probation meetings, and treatment services.

COUNTY Probation officers will be engaged in joint progress reviews to coordinate supervision and maintain open communication.

**3.1** CASE MANAGEMENT

CONTRACTOR shall utilize a specialized, multidisciplinary case management model designed to address the complex needs of high-risk clients-including those with a history of serious, violent, or high-impact offenses. The program will emphasize intensive supervision, individualized treatment planning, and structured accountability, ensuring each participant receives the appropriate level of care and oversight required for safe and successful community reintegration.

Through low caseloads, individualized planning, continuous supervision, and strong collaboration with COUNTY, CONTRACTOR shall deliver a comprehensive and accountable case management approach. This model will effectively mitigate risk, promote behavior change, and foster successful reentry for high-risk clients with serious or violent backgrounds.

**3.1.1** TRAUMA INFORMED AND RISK RESPONSIVE CASE MANAGEMENT

CONTRACTOR's Case management shall be grounded in trauma-informed, evidence-based, and strength-focused principles that balance accountability with support.
CONTRACTOR's staff will conduct an initial comprehensive biopsychosocial and criminogenic risk assessment upon intake to identify triggers, behavioral patterns, and service priorities.
CONTRACTOR's Case managers shall use validated tools and collaborative planning to create Individualized Service Plans (ISPs) that address core criminogenic risk factors such as impulsivity, antisocial peers, substance use, and employment instability.
Interventions by CONTRACTOR will be adaptive and dynamic, meaning plans are updated regularly based on behavioral progress, COUNTY feedback, and client engagement.

**3.1.2** CASELOAD SIZES AND STAFFING STRUCTURE

CONTRACTOR agrees to maintain low staff-to-client ratios to ensure the intensity of supervision and individualized attention required for high-risk populations.

CONTRACTOR's Case Manager Caseloads:
Each of the CONTRACTOR's full-time case manager shall carry an average caseload of no more than twelve (12) to fifteen (15) clients at a time.
CONTRACTOR's Lead Case Manager/ Supervisor shall:
Oversee program compliance, provide clinical supervision, and ensure alignment with COUNTY standards.

CONTRACTOR's Support Staff Roles:
CONTRACTOR's Case Managers shall conduct direct service coordination, supervision, progress monitoring, and ISP development.

CONTRACTOR's Peer Mentors/ Credible Messengers shall provide lived-experience guidance, assist with group facilitation, and support engagement for resistant clients.

CONTRACTOR's Program Director shall oversee quality assurance, data collection, and collaboration with COUNTY and partner agencies.

CONTRACTOR's staffing structure shall ensure each participant receives individualized attention and accountability, with consistent progress monitoring and follow-up.

**3.1.3** COLLABORATION WITH PROBATION AND LAW ENFORCEMENT

CONTRACTOR's Case managers shall maintain open and immediate communication with COUNTY probation officers, providing updates on client attendance, violations, or safety concerns.

Case conferences will be held monthly (or more frequently as needed) with COUNTY staff to review progress, reassess risk levels, and coordinate care plans.

CONTRACTOR's staff shall be trained to recognize high-risk behaviors and escalate safety concerns following established critical incident reporting protocols.

**3.2** LIFE SKILLS TRAINING

CONTRACTOR shall provide culturally responsive, age-appropriate, gender-specific, and individualized life skills services that are grounded in trauma-informed and strength-based practices. CONTRACTOR's approach will be designed to meet the unique needs of high-risk youth and young adults, particularly those with justice involvement, substance use challenges, or histories of trauma.

CONTRACTOR's life skills curriculum shall be structured to promote self-efficacy, pro-social decision-making, and community reintegration, while honoring each participant's cultural identity, lived experience, and stage of development.

**3.3** CULTURALLY RESPONSIVE SERVICES

All CONTRACTOR's services shall be aligned with the Culturally and Linguistically Appropriate Services Standards (CLASS), ensuring inclusivity and respect for the diverse cultural and linguistic backgrounds of participants by:

a. Ensuring CONTRACTOR's staff receive ongoing training in cultural humility, implicit bias reduction, and equity-based service delivery to build trust and understanding.
b. Providing program materials and workshops that incorporate culturally relevant examples, role models, and community traditions reflective of the populations served (including but not limited to Latinx, Black, Native, and LGBTQ+ communities).
c. Bilingual staff and interpreters will be made available to ensure full access and comprehension of services.

**3.4** AGE APPROPRIATE AND DEVELOPMENTAL FOCUS

CONTRACTOR's services shall be designed specifically for youth and young adults ages 14-25, recognizing the developmental transitions and cognitive maturity of this population.
Activities will focus on decision-making, emotional regulation, relationship building, communication, and goal setting-skills that promote independence and resilience.

Interactive and experiential learning methods will be used, including peer-led groups, mentorship activities, and community-based projects, to sustain engagement and relevance.

**3.5** GENDER SPECIFIC AND TRAUMA INFORMED PROGRAMMING

Gender-specific groups will address distinct experiences faced by male, female, and gender-diverse clients, including trauma, family relationships, identity, and community reintegration.

Women's groups emphasize self-worth, empowerment, parenting support, and boundary setting, while men's groups focus on healthy masculinity, accountability, and conflict resolution.

All CONTRACTOR's facilitators shall be trained in trauma-informed care and create environments that prioritize psychological safety, confidentiality, and emotional regulation.

### 3.6 INDIVIDUALIZED LIFE SKILLS DEVELOPMENT

Each participant will complete a Life Skills and Needs Assessment during intake to tailor services to their specific goals and challenges. Individualized Service Plans (ISPs) integrate targeted life skills training in:

a. Financial literacy and budgeting
b. Employment readiness and workplace conduct
c. Health and wellness, including nutrition and stress management
d. Communication, conflict resolution, and relationship building
e. Time management and goal-setting

Participants will receive one-on-one coaching and group workshops to reinforce learning and accountability.

#### 3.6.1 HIGH-RISK SUPERVISION PROTOCOLS

Daily check-ins and random home visits shall be conducted by CONTRACTOR for clients in early stabilization phases.

Weekly individual case management sessions conducted by CONTRACTOR will focus on behavior monitoring, relapse prevention, and compliance with probation conditions.

Curfew adherence and attendance tracking by CONTRACTOR are reinforced through digital sign-in systems and staff documentation.

Behavioral interventions are integrated into CCONTRACTOR's service delivery, including Cognitive Behavioral Therapy (CBT) and Moral Reconation Therapy (MRT) principles to challenge negative thinking patterns.

### 3.7 HIGH-RISK POPULATION ADAPTATION

Life skills services will be adapted to address criminogenic risk factors, substance use relapse prevention, and anti-social behaviors through evidence-based curricula including but not limited to:

a. Thinking for a Change (T4C)
b. Moral Reconation Therapy (MRT)
c. Seeking Safety for trauma and substance use

These interventions are delivered in coordination with probation officers, treatment providers, and mentors, ensuring wraparound support.

Through culturally grounded, gender-responsive, and individualized programming, CONTRATOR empowers participants to build competencies that reduce recidivism, sustain recovery, and achieve long-term stability in housing, employment, and personal growth.

## 4.0 CREDIBLE MESSENGERS AND MENTORS

CONTRACTOR recognizes that credible messengers and mentors play a critical role in promoting trust, engagement, and transformation among justice-involved youth and young adults. CONTRACTOR will integrate credible messengers, individuals with lived experience in the justice system, recovery, or community reintegration, as central figures within its transitional housing and case management model.

These mentors will serve as role models, advocates, and accountability partners, helping clients navigate barriers, strengthen life skills, and maintain hope through authentic connection and shared experience.

**4.1** RECRUITMENT AND SELECTION OF CREDIBLE MESSENGERS

CONTRACTOR shall prioritize the recruitment of staff and volunteers who have successfully overcome challenges such as incarceration, addiction, or gang involvement, and who demonstrate stable recovery, employment, and community leadership.

All credible messengers and mentors shall undergo background screening, professional reference checks, and specialized training in trauma-informed care, confidentiality, boundaries, and motivational interviewing.

Many are program alumni or peer advocates who now serve in leadership, outreach, or support roles within the agency.

**4.2** MENTORSHIP INTEGRATION INTO TRANSITIONAL HOUSING

Each resident in transitional housing will be paired with a designated CONTRACTOR mentor who shall provide consistent support through weekly one-on-one check-ins and participation in group activities.

Mentors will collaborate with case managers to reinforce Individualized Service Plan (ISP) goals, including employment readiness, education, and relapse prevention.

Credible messengers will be available on-site and after hours, offering practical guidance on decision-making, conflict resolution, and maintaining probation compliance.

**4.3** GROUP AND COMMUNITY ENGAGEMENT ACTIVITIES

CONTRACTOR's mentors will co-facilitate life skills workshops, relapse prevention groups, and peer-led recovery meetings, helping normalize accountability and resilience through lived experience.

Structured mentoring sessions shall include discussions on topics such as re-entry challenges, coping with stigma, family reunification, and financial independence.

Participants will be encouraged to engage in community service projects and volunteer work with their mentors to build positive social networks and restore community trust.

**4.4** CULTURAL AND GENDER RESPONSIVENESS

CONTRACTOR's Mentors shall be matched with clients based on age, gender, culture, and life experience to foster comfort and relevance.

Culturally aligned mentorship shall ensure that participants see themselves reflected in their supports, strengthening engagement and cultural pride.

Bilingual mentors will be available to support Spanish-speaking participants, enhancing accessibility and communication.

### 4.5 OUTCOMES AND IMPACT

CONTRACTOR's inclusion of credible messengers will lead to higher engagement rates, improved compliance with supervision, and reduced recidivism among participants.

The mentorship framework will promote a peer-driven culture of accountability, where clients view success as attainable through positive modeling and support. By embedding credible messengers and mentors into every level of service delivery, CONTRACTOR will foster trust, hope, and sustained behavioral change among high-risk populations. This peer-centered model will transform lived experience into leadership, creating a community of support that helps clients thrive during and beyond their transitional housing stay.

## 5.0 CARRER DEVELOPMENT AND JOB SKILLS TRAINING

CONTRACTOR shall provide a robust network of career development, educational, and employment support services tailored to the needs of justice-involved youth and young adults. These services will be designed to promote long-term stability, financial independence, and positive community reintegration by addressing barriers to employment and education through individualized and culturally responsive support.

CONTRACTOR's approach will integrate case management, workforce development partnerships, and hands-on skill-building activities to help participants secure and sustain meaningful employment or educational advancement.

### 5.1 CAREER DEVELOPMENT AND JOB READINESS

CONTRACTOR will provide each participant with a vocational assessment during intake to identify interests, strengths, and prior work experience.

CONTRACTOR's Case managers will develop Individualized Career Plans (ICPs) that align with COUNTY requirements and the client's long-term employment goals. Core career development services include:

a. Resume and cover letter writing
b. Interview coaching and mock interviews
c. Professional communication and workplace etiquette training
d. Financial literacy and budgeting instruction

Participants will be provided access to career exploration workshops and introductions to various trades such as HVAC, electrical, construction, and culinary arts.

CONTRACTOR shall provide career development, educational support, and case management services through a network of centrally located service sites throughout Riverside County, ensuring accessibility for all program participants, including those in transitional housing and community-based supervision.

Services will be delivered through a combination of on-site support at CONTRACTOR's transitional housing locations, main office based services, and mobile case management, allowing flexibility to meet

clients where they are.

Main Program and Administrative Office
Location:
Solid Ground Wellness in Recovery
6860 Brockton Ave., #9-Riverside, CA 92506
Services Provided at this location include but are not limited to:
Comprehensive case management, behavioral health, and career development sessions.
On-site computer access for resume writing, online job searches, and educational assignments.
Workshops on job readiness, financial literacy, interview preparation, and educational planning.
Coordination of community partnerships with workforce agencies, trade schools, and Riverside County educational institutions.
Hours of Operation: Monday through Friday, 8:00 a.m. - 5:00 p.m. (evening appointments available by request).
Accessibility: Centrally located near public transportation routes, the Riverside Workforce Development Center, and local colleges, making it easily accessible to clients and community partners.

Transitional Housing Sites- Riverside and Moreno Valley
Locations:
Four (4) Riverside residences
One (1) Moreno Valley residence
Combined capacity can provide 60 total housing beds.
Services Provided at Transitional Housing Sites include but are not limited to:
On-site case management sessions conducted by CONTRACTOR weekly by assigned case managers.
Group-based life skills, financial literacy, and job readiness training delivered directly at the housing sites.
Mentorship and peer support groups facilitated by CONTRACTOR's credible messengers and program alumni.
Access to telehealth and virtual learning tools for online education or vocational certification programs.
Hours of Service: 24-hour residential access; case management and career services shall be available weekdays, with flexible scheduling for employed clients.

Community-Based and Partner Locations
CONTRACTOR will collaborate with community agencies to provide co-located and mobile services including but not limited to:

a. Riverside County Workforce Development Centers for vocational training and job placement.
b. Local colleges and adult education programs for GED, high school diploma, and trade certifications.
c. Partner nonprofit and probation sites for coordinated case management and participant monitoring.

CONTRACTOR's staff shall conduct mobile case management visits at community partner offices or educational institutions to ensure continuity of services and reduce transportation barriers.

Through this blended service delivery model-combining centralized office services, on-site residential programming, and mobile outreach, CONTRACTOR ensures that all participants in the Less Restrictive Program (LRP) have consistent access to case management, education, and employment resources. This multi-location approach will support individualized progress while promoting community reintegration, accountability, and long-term success.

**5.2** EMPLOYMENT OPPORTUNITIES AND WORKFORCE PARTNERSHIP

CONTRACTOR will partner with local workforce agencies, temporary employment agencies, and Riverside County Workforce Development Centers to facilitate placements that offer sustainable income and advancement potential.

Established collaborations shall include but are not limited to linkages with CalWORKs Employment Services, America's Job Center of California (AJCC), and local union apprenticeship programs in vocational trades.

Employers are vetted by CONTRACTOR to ensure safe and inclusive work environments that support justice-involved individuals.

CONTRACTOR agrees to provide participants with transportation assistance, interview attire, and work supplies as needed to eliminate barriers to participation.

**5.3** EDUCATIONAL SERVICES ADVANCEMENT

CONTRACTOR shall assist clients in reconnecting with educational institutions, including but not limited to adult education programs, high school diploma/GED completion, community colleges, and trade schools.

CONTRACTOR's Case managers will guide participants through the FAFSA application process, financial aid options, and academic advising.

Tutoring, study skills training, and online learning support shall be provided by CONTRACTOR and available for participants re-entering the educational system.
Participants will be linked to college readiness and certificate programs offered through partner institutions to enhance employability and career mobility.

**5.4** INDIVIDUALIZED CASE MANAGEMENT AND SUPPORT

Each client's career or educational plan is incorporated into their Individualized Service Plan (ISP) by CONTRACTOR to ensure progress is tracked and supported throughout their transitional housing stay.

CONTRACTOR's staff will coordinate with COUNTY probation officers to verify participation in approved educational or vocational programs as part of supervision compliance.

Ongoing mentorship from credible messengers and peer mentors shall help clients maintain motivation and confidence as they pursue employment or education.

**6.0** COMPREHENSIVE SUPPORT SERVICES

Under this agreement, CONTRACTOR shall be allowed to outsource additional services not offered within their programs, ensuring a holistic support system for clients. Services may include access to life skills workshops, credible messengers, counseling, and peer support groups as part of the transitional experience.

CONTRACTOR shall maintain a strong network of partnerships and collaborative relationships across Riverside County that enhance service delivery and ensure participants have seamless access to employment, education, and supportive services critical to successful reentry. These collaborations shall be central to the CONTRACTOR's Less Restrictive Program (LRP) model and will be designed to create a comprehensive continuum of care that addresses the multifaceted needs of justice-involved youth and

young adults.

CONTRACTOR's collaboration strategy will emphasize formal agreements, resource linkages, and shared accountability among county departments, educational institutions, and community-based providers.

**6.1** DEPARTMENT OF REHABILITATION (DOR) AND WORKFORCE DEVELOPMENT

CONTRACTOR agrees to collaborate closely with the California Department of Rehabilitation (DOR) and the Riverside County Workforce Development Center to assist clients in gaining competitive employment and vocational training. Services shall include:

a. Job readiness assessments and individualized employment plans.
b. Referrals to DOR-funded vocational programs and apprenticeships.
c. Job coaching, resume preparation, and workplace accommodation assistance.
d. Linkages to America's Job Center of California (AJCC) for job placement and career fairs.

These partnerships shall ensure clients with justice involvement or disabilities receive equitable access to the regional workforce system and long-term employment opportunities.

**6.2** EDUCATIONAL AND VOCATIONAL COLLABORATIONS

CONTRACTOR shall partner with multiple educational institutions and vocational training providers to create pathways for continued education and skill development. Key partners shall include:

a. Riverside Adult School and Moreno Valley Adult Education for GED and high school diploma completion.
b. Riverside City College and Moreno Valley College for community college enrollment, career counseling, and certificate programs.
c. California Family Life Center and Youth Opportunity Center for youth-specific job readiness and educational support.

CONTRACTOR's Case managers will assist participants with FAFSA applications, academic advising, and enrollment into vocational or trade programs such as welding, HVAC, electrical, construction, and culinary arts.

**6.3** EMPLOYMENT AND TEMPORARY STAFFING AGENCIES

CONTRACTOR shall maintain partnerships with several employment and temporary staffing agencies, including:

a. Staffmark, Select Staffing, and Manpower Riverside, which provide immediate job placement opportunities.
b. Goodwill of Southern California and Hope Builders, which offer transitional employment and job retention programs for justice-involved individuals.

Clients will receive ongoing coaching and follow-up to ensure successful retention and advancement.

**6.4** COMMUNITY-BASED AND SUPPORTIVE ORGANIZATIONS

CONTRACTOR will collaborate with community-based organizations (CBOs) that address the holistic needs of participants, including housing, behavioral health, and basic living assistance. Partner agencies will include:

a. Path of Life Ministries for emergency and supportive housing coordination.
b. Thru It All Community Services for food resources, transportation support, and transitional living resources.

c. Riverside University Health System - Behavioral Health (RUHS-BH) for mental health and substance use coordination.
d. Inland Empire Health Plan (IEHP) for linkage to Medi-Cal benefits and primary care providers.

**6.5** PROBATION AND JUSTICE SYSTEM COLLABORATION

CONTRACTOR shall work in partnership with COUNTY to align service plans, ensure compliance, and coordinate supervision requirements. Regular communication and data sharing between COUNTY probation officers and CONTRACTOR's case managers, and treatment staff will ensure clients remain engaged and accountable throughout participation.

**6.6** FUTURE COLLABORATION PLANS

CONTRACTOR shall continue to expand its network to include partnerships with:

a. Trades and apprenticeship programs to increase job placement in high-demand sectors.
b. Local employers interested in hiring justice-involved individuals.
c. Faith-based organizations that provide mentorship and community support during reintegration.

Through an integrated network of rehabilitation, education, employment, and community partnerships, CONTRACTOR ensures that each participant in the LRP receives wraparound, coordinated services that promote stability, skill development, and long-term success. These collaborations will not only strengthen client outcomes but also reinforce the COUNTY's mission of reducing recidivism and supporting safe, sustainable reentry.

**6.7** NEW PARTNERS AND ADDRESSING NEEDS OF HIGH RISK CLIENTS

CONTRACTOR recognizes that the needs of high-risk clients, especially those with justice involvement, behavioral health challenges, or housing instability, evolve as community conditions, funding streams, and service systems change. CONTRACTOR ensures the program shall remain responsive and effective. CONTRACTOR shall employ a strategic, data-informed partnership development model that will continuously expand its collaborative network to meet emerging client needs.

CONTRACTOR shall maintain clear, proactive, and structured communication channels with the COUNTY to ensure every client receives coordinated, high-quality services. This approach will promote accountability, transparency, and measurable outcomes, aligning program management and client supervision with the COUNTY's standards for excellence and community safety.

**6.8** ONGOING NEEDS ASSESSMENT AND DATA ANALYSIS

Client and CONTRACTOR's program data shall be reviewed quarterly to identify service gaps or trends (e.g., relapse triggers, employment barriers, unmet housing needs).

Feedback from COUNTY Probation officers, CONTRACTOR's staff, and participants will be used to identify unmet resource areas.

Findings shall be shared during CONTRACTOR leadership meetings to determine where new partnerships are needed-such as mental health access, employment sectors, or family reunification supports.

**6.9** COMMUNITY AND COUNTY ENGAGEMENT

CONTRACTOR shall participate in Riverside County collaborative meetings, coalitions, and task forces, including Behavioral Health Provider Networks, Probation Reentry Advisory Groups, and local Continuum of Care (CoC) meetings.

CONTRACTOR shall perform performance reviews in which CONTRACTOR's Case managers conduct weekly reviews to assess progress toward goals and adjust service plans as needed, ensuring alignment with COUNTY expectations.

**6.10** FAMILY REUNIFICATION AND COMMUNITY REINTEGRATION

In recognizing the role of family in sustained recovery, CONTRACTOR's staff shall facilitate family counseling and mediation sessions to rebuild positive relationships.

When appropriate, home visits and supervised reunification plans are coordinated by CONTRACTOR in collaboration with COUNTY probation and social services.

Participants will be connected with CONTRACTOR's credible messengers, mentors, and alumni peers who serve as positive role models and community advocates.

**7.0** PROGRAM MONITORING AND MANAGEMENT

CONTRACTOR shall perform Weekly Staff Meetings where all CONTRACTOR's program staff will meet weekly to review client progress, identify high-risk cases, and plan intervention strategies.

CONTRACTOR shall perform Quality Assurance Audits in which the CONTRACTOR's Lead Case Manager & Program Director will conduct monthly file reviews to ensure documentation accuracy, timeliness, and compliance with COUNTY and DHCS standards.

CONTRACTOR shall perform Data Reporting providing an aggregate of CONTRACTOR's program data-including admissions, completions, recidivism rates, and service utilization. This shall be compiled quarterly for internal review and shared with COUNTY as required.

CONTRACTOR shall perform Continuous Improvement where feedback from COUNTY, CONTRACTOR's staff, and clients will be analyzed during quarterly program evaluations to identify service gaps and strengthen coordination efforts.

**7.1** COLLABORATION AND INFORMATION SHARING

CONTRACTOR shall perform a Secure Information Exchange in which all communication and data sharing comply with HIPAA and 42 CFR Part 2 confidentiality requirements.

CONTRACTOR shall provide Integrated Communication Channels where CONTRACTOR's staff and COUNTY will use secure email, encrypted cloud-based systems, and scheduled case review meetings to maintain accurate, real-time information flow.

CONTRACTOR shall perform Joint Problem Solving in which COUNTY Probation officers will be involved in client progress planning, disciplinary interventions, and discharge planning to ensure consistent supervision and accountability.

**7.2** ONGOING NEEDS ASSESSMENT AND DATA ANALYSIS

Client and CONTRACTOR's program data shall be reviewed quarterly to identify service gaps or trends (e.g., relapse triggers, employment barriers, unmet housing needs).

Feedback from COUNTY Probation officers, CONTRACTOR's staff, and participants is used to identify unmet resource areas.

Findings shall be shared during CONTRACTOR's leadership meetings to determine where new partnerships are needed such as mental health access, employment sectors, or family reunification supports.

**7.3** COMMUNITY AND COUNTY ENGAGEMENT

CONTRACTOR agrees to participate in COUNTY collaborative meetings, coalitions, and task forces, including Behavioral Health Provider Networks, Probation Reentry Advisory Groups, and local Continuum of Care (CoC) meetings.

Through these networks, CONTRACTOR shall actively seek new memoranda of understanding (MOUs) and cooperative agreements with emerging community-based organizations, treatment providers, and housing agencies.

CONTRACTOR will engage in County-led innovation and pilot programs, leveraging those opportunities to connect with newly funded service providers.

**7.4** STRATEGIC PARTNER IDENTIFICATION FRAMEWORK

CONTRACTOR shall apply the following criteria when identifying new partners:

a. Alignment with evidence-based practices and trauma-informed care models.
b. Demonstrated capacity to serve high-risk or justice-involved individuals.
c. Ability to provide specialized services (e.g., workforce apprenticeships, mental health care, vocational certifications, legal support).
d. Commitment to cultural responsiveness and service accessibility.

**7.5** OUTREACH AND RELATIONSHIP DEVELOPMENT

CONTRACTOR's leadership shall conduct quarterly outreach meetings with prospective partners, including educational institutions, workforce training centers, and behavioral health programs.

CONTRACTOR's staff will attend community resource fairs and networking events to build new collaborations.

CONTRACTOR agrees to develop formal MOUs to clarify shared responsibilities, referral processes, and performance expectations.

**7.6** CONTINUOUS EVALUATION AND PARTNER RENEWAL

CONTRACTOR's Partnerships shall be reviewed annually to evaluate client outcomes, responsiveness, and capacity. Underperforming collaborations shall be restructured or replaced, ensuring resources are consistently directed toward effective, high-quality service providers.

New CONTRACTOR partnership opportunities will be explored based on emerging client needs and COUNTY priorities, ensuring adaptability and sustainability.

**8.0** TRANSPORTATION AND ACCESSIBILITY

CONTRACTOR shall ensure that transportation is provided for clients to referrals, job training, educational opportunities, and employment as needed.

CONTRACTOR agrees to teach clients to effectively utilize public transportation as a vital life skill.

CONTRACTOR recognizes that reliable transportation is essential for successful reentry, program participation, and long-term self-sufficiency. CONTRACTOR shall develop and provide a comprehensive transportation support system that ensures all clients have consistent access to treatment services, probation appointments, educational programs, and employment opportunities throughout their stay in transitional housing.

CONTRACTOR's transportation model combines agency-operated vehicles, public transit assistance, and coordinated scheduling to eliminate barriers to participation and promote accountability.

**8.1** AGENCY OPERATED VEHICLES

CONTRACTOR shall maintain program-owned vehicles dedicated to transporting clients to essential services including:

a. Court or probation appointments
b. Substance use and mental health treatment sessions
c. Job interviews, workforce programs, and training sites
d. Educational institutions and community service projects

All CONTRACTOR's drivers shall be background-cleared CONTRACTOR staff members trained in defensive driving, confidentiality, and trauma-Informed communication.

CONTRACTOR's vehicles are regularly inspected and insured in compliance with county and state safety regulations.

**8.2** PUBLIC TRANSPORTATION ASSITANCE

Clients shall receive from CONTRACTOR monthly bus passes or ride-share vouchers for transportation to verified activities such as employment, treatment, and school.
CONTRACTOR's Case managers will provide public transit orientation, teaching clients how to plan routes, read schedules, and independently navigate the local transit system. This approach will foster independence and will prepare clients for successful community reintegration.

**8.3** COORDINATED TRANSPORTATION SCHEDULING

CONTRACTOR's case management team will coordinate all transportation needs through a centralized scheduling system to ensure timely arrivals and minimal disruption to meeting the client's identified transportation needs..

Clients will submit weekly transportation requests, which shall be reviewed and prioritized based on supervision requirements, court deadlines, or clinical appointments.

Schedules will be updated daily, and emergency transportation shall be available for urgent medical, behavioral, or probation-related needs.

**8.4** SUPPORT FOR EMPLOYMENT AND EDUCATION

Transportation support will extend to job training programs, interviews, and work shifts, especially during evening or weekend hours when public transit is limited.

For clients securing employment, CONTRACTOR's case managers will work with employers to align schedules with available transportation options until the client achieves independence through personal vehicle ownership or steady income.

**8.5** ACCOUNTABILITY AND SAFETY MEASURES

All CONTRACTOR's transportation logs shall be maintained and reviewed weekly to ensure accurate documentation for COUNTY reporting and probation verification.

Clients must sign in and out for all rides, confirming destinations and return times.

CONTRACTOR's staff shall monitor adherence to schedules and communicate directly with COUNTY probation officers when transportation supports compliance with supervision terms.

Through a combination of CONTRACTOR vehicles, public transit coordination, and individualized scheduling, CONTRACTOR ensures that all participants can safely and reliably access the services necessary for success. This comprehensive system removes logistical barriers, promotes independence, and reinforces program engagement for high-risk clients transitioning back into the community.

**9.0** INCOME SUPPORT SYSTEM

CONTRACTOR shall Implement an income support structure for clients that includes:

a. Direct housing payments
b. Monthly stipends based on local costs and client-specific factors (age, needs, etc.)
c. Ensure that this support aids in their stability and promotes pro-social living.
d. MONEY MANAGEMENT

CONTRACTOR recognizes that financial stability is a critical component of successful reentry and sustained independence. CONTRACTOR shall provide individualized income support services that address each client's financial situation and connect them with available resources to supplement their housing and basic living needs.

Through a combination of benefits navigation, employment assistance, and financial literacy programming, CONTRACTOR ensures participants have access to the support necessary to meet housing costs and achieve economic stability during and after program participation.

**9.1** INCOME ASSESMENT AND INDIVIDUALIZED SUPPORT PLANNING

Upon intake by CONTRACTOR, each participant completes a Financial and Income Needs Assessment to determine their sources of income, eligibility for benefits, and cost-of-living requirements based on the zip code of residence.

CONTRACTOR's Case managers will use this assessment to create an Individualized Income Support Plan that aligns with the participant's probation requirements and long-term financial goals.

**9.2** PUBLIC BENEFITS AND INCOME SUPPORT

Participants shall receive hands-on assistance from CONTRACTOR in applying for and maintaining public benefit programs such as:

a. Medi-Cal for healthcare coverage
b. CalFresh (SNAP) for nutritional support
c. General Relief and SSI/SSDI, when applicable
d. CalWORKs and other County assistance programs for families and youth

CONTRACTOR's Case managers shall monitor eligibility timelines and ensure clients remain active in all programs for which they qualify.

**9.3** HOUSING AND COST-OF-LIVING ASSISSTANCE

For clients without stable income at program entry, CONTRACTOR shall utilize grant or program funds to temporarily cover housing expenses, including rental costs, utilities, and essential living supplies.

As clients begin employment or training programs, a graduated responsibility model will be applied, allowing participants to contribute modest housing payments or stipends toward their living costs, reinforcing accountability and financial discipline.

CONTRACTOR shall evaluate all housing costs against local fair market rent (FMR) data to ensure affordability and equity relative to the community.

**9.4** EMPLOYMENT INCOME AND FINANCIAL LITERACY

Through workforce partnerships, participants will receive support from CONTRACTOR in securing employment or paid internships that generate consistent income.
Clients will attend financial literacy workshops focused on:

a. Budgeting and saving
b. Understanding paychecks and taxes
c. Managing debt and credit repair
d. Planning for long-term financial independence

Participants shall be encouraged to open personal bank accounts, save a portion of earnings, and develop long-term budgets to sustain housing post-program.

**9.5** STIPENDS AND INCENTIVES PROGRAMS

To reinforce engagement, CONTRACTOR shall offer incentive-based stipends for program participation milestones such as completing life skills workshops, enrolling in education, or achieving employment goals.

Stipends will be modest and regulated by CONTRACTOR to ensure compliance with program guidelines while rewarding progress and accountability.

By integrating income stabilization, benefit access, financial education, and structured accountability, CONTRACTOR ensures participants shall be equipped to meet their housing obligations and transition toward financial self-sufficiency. This approach will directly support the Less Restrictive Program's (LRP) goal of fostering independence and reducing recidivism among high-risk youth and young adults.

**10.0** DATA TRACKING AND REPORTING

CONTRACTOR shall track program activities and outcomes, providing quarterly reports to COUNTY to demonstrate the effectiveness and impact of the services funded by the grant.

CONTRACTOR will utilize collected data to inform continuous improvement of program offerings and outcomes.

**10.1** DATA COLLECTION AND REPORTING

CONTRACTOR shall utilize a structured, data-driven communication and monitoring system to ensure effective coordination, accountability, and compliance with the COUNTY. CONTRACTOR's methods shall combine real-time communication, consistent reporting, and formal case management protocols to support client progress and maintain transparency across all program activities.

CONTRACTOR will maintain clear, proactive, and structured communication channels with the COUNTY to ensure every client receives coordinated, high-quality services. This approach shall promote accountability, transparency, and measurable outcomes, aligning CONTRACTOR's program management and client supervision with the COUNTY's standards for excellence and community safety.

**10.2** COMMUNICATION WITH COUNTY

CONTRACTOR's designated Point of Contact shall be the CONTRACTOR's Program Director who will serve as the primary liaison with COUNTY, ensuring all updates, concerns, and reports are delivered timely and professionally.

CONTRACTOR shall conduct weekly Case Coordination through CONTRACTOR's assigned case managers who will maintain regular communication with COUNTY probation officers through scheduled check-ins, case updates, and written progress summaries.

CONTRACTOR shall PROVIDE Immediate Notifications to COUNTY who shall be promptly informed of critical incidents, violations, or safety concerns through secure email or phone contact.

CONTRACTOR shall perform Monthly Case Conferences through joint meetings that shall be held with COUNTY representatives to review participant progress, re-assess service needs, and address any barriers to engagement or compliance.

**10.3** CLIENT MONITORING AND ACCOUNTABILITY

CONTRACTOR shall perform Structured Case Management in which each client shall have an Individualized Service Plan (ISP) that outlines goals, supervision conditions, and benchmarks for behavioral, educational, and employment progress.

CONTRACTOR shall perform Daily Tracking in which CONTRACTOR's residential monitors and case managers document attendance, curfew compliance, program participation, and employment status using standardized forms.

CONTRACTOR shall maintain Electronic Case Files that ensure all client data is securely maintained in an encrypted case management system that shall allow for progress notes, service verification, and outcome tracking.

CONTRACTOR shall perform Performance Reviews in which CONTRACTOR's Case managers shall conduct weekly reviews to assess progress toward goals and adjust service plans as needed, ensuring alignment with COUNTY expectations.

**10.4** PROGRAM MONITORING AND MANAGEMENT

CONTRACTOR shall perform Weekly Staff Meetings in which all CONTRACTOR's program staff shall meet weekly to review client progress, identify high-risk cases, and plan intervention strategies.

CONTRACTOR shall perform Quality Assurance Audits in which the CONTRACTOR's Clinical Supervisor and Program Director will conduct monthly file reviews to ensure documentation accuracy, timeliness, and compliance with COUNTY and DHCS standards.

CONTRACTOR shall perform Data Reporting that provides aggregate program data-including admissions, completions, recidivism rates, and service utilization-is compiled quarterly for internal review and shared with COUNTY as required.

CONTRACTOR shall perform Continuous Improvement through feedback from COUNTY, CONTRACTOR's staff, and clients that will be analyzed during quarterly program evaluations to identify service gaps and strengthen coordination efforts.

**10.5** COLLABORATION AND INFORMATION SHARING

CONTRACTOR shall perform Secure Information Exchange in which all communication and data sharing comply with IDPAA and 42 CFR Part 2 confidentiality requirements.

CONTRACTOR shall provide Integrated Communication Channel where CONTRACTOR's staff and COUNTY use secure email, encrypted cloud-based systems, and scheduled case review meetings to maintain accurate, real-time information flow.

CONTRACTOR shall perform Joint Problem Solving where COUNTY Probation officers will be involved in client progress planning, disciplinary interventions, and discharge planning to ensure consistent supervision and accountability.

**10.6** REPORTING

CONTRACTOR shall maintain a comprehensive data-collection and evaluation framework that will ensure timely and accurate reporting to the COUNTY and any designated third-party evaluators. The process will combine quantitative and qualitative measures to track client progress, service utilization, and program outcomes on a monthly, quarterly, and annual basis.

Through structured data management, rigorous QA practices, and transparent collaboration with COUNTY, CONTRACTOR ensures all program activities are measurable, verifiable, and continuously improved. This evidence-based approach shall strengthen accountability, support funding compliance, and demonstrate program effectiveness in reducing recidivism and promoting long-term client success.

CONTRACTOR agrees to provide quarterly reports. Reports shall include, but will not be limited to:

a. Client Income Support:
Tracking of all client income-assistance activities, including Medi-Cal, CalFresh, SSI/SSDI, and General Relief applications and approvals.

b. Housing Costs:
Documentation of transitional housing expenditures, client contributions, rental subsidies, and related operating costs.

c. Transportation:
Monthly summaries of transportation services provided, including client rides, mileage logs, and vehicle maintenance reports

d. Education:
Participant enrollment and completion data for GED, college, or vocational programs.

e. Vocational Program:
Employment outcomes, job placements, and participation in apprenticeship or workforce programs.

f. Supportive Services:
Utilization of wraparound services such as case management, peer support, and behavioral-health linkages.

g. Client Outcomes:
Data on housing stability, employment retention, educational progress, and recidivism reduction.

CONTRACTOR agrees to compile, verify, and submit these reports quarterly and upon request from the COUNTY. Reports shall be submitted using COUNTY approved formats and timelines.

CONTRACTOR will maintain a dedicated Data and Compliance Coordinator who will be responsible for ensuring data accuracy, confidentiality, and timely submission of all required reports. Additionally, CONTRACTOR's management staff will conduct quarterly quality assurance reviews prior to submission to the COUNTY to validate completeness and accuracy.

CONTRACTOR agrees to comply with all reporting requirements and to include any additional information requested by the COUNTY or third-party evaluators to ensure transparency, accountability, and program integrity.

**10.7** DATA COLLECTION SYSTEMS AND TOOLS

CONTRACTOR will use a secure electronic case-management system that allows CONTRACTOR's staff to record intakes, assessments, services, attendance, and outcome metrics in real time.

Data shall be stored in compliance with HIPAA and 42 CFR Part 2 confidentiality standards.
Each client record will include fields for demographics, criminogenic risk factors, treatment milestones, employment status, housing stability, and recidivism indicators.

Built-in dashboards shall be designed to generate reports by date range, program site, or service category, enabling efficient compilation for COUNTY reporting.

**10.8** REPORTING SCHEDULE AND DELIVERABLES

CONTRACTOR's monthly reports shall:

a. Track admissions, discharges, attendance, and participation in case-management sessions, counseling, and life-skills classes.
b. Include incident summaries, employment placements, and housing updates.

CONTRACTOR's quarterly reports shall:

a. Present aggregated outcome data (e.g., sobriety rates, job retention, educational enrollment, compliance with probation).
b. Identify trends, challenges, and corrective-action items.
c. Will be shared during quarterly coordination meetings with COUNTY.

CONTRACTOR'S annual reports shall:

a. Compile year-end performance metrics, cost-effectiveness data, and outcome evaluations for program improvement and contract renewal.
b. Incorporate qualitative client feedback, success stories, and partner agency input to assess long-term impact.

**10.9** EVALUATION AND QUALITY ASSURANCE ACTIVITIES

A Quality Assurance (QA) Committee led by the CONTRACTOR's Program Director and Lead Case Manager are measured against baseline metrics established at program entry and tracked through discharge.

Evaluation findings shall be used to update CONTRACTOR's policies, refine service delivery, and inform staff training priorities.

Corrective-action plans shall be developed for any identified performance gaps.

**10.10** COLLABORATION WITH COUNTY AND THIRD PARTY EVALUATORS

CONTRACTOR shall designate a Data and Compliance Lead who will serve as the primary liaison with COUNTY and external evaluators.

CONTRACTOR will provide read-only data access or encrypted exports as required for COUNTY or evaluator verification.

Collaborative review meetings will be held quarterly to validate outcomes, align performance indicators, and address data-quality issues.

All reports shall be submitted by CONTRACTOR on schedule using COUNTY approved templates and metrics.

**10.11** CONTINUOUS IMPROVEMENT

CONTRACTOR's collected data will serve to inform CONTRACTOR's program enhancements, resource allocation, and partnership development.
Lessons learned from evaluations shall be integrated into CONTRACTOR's staff trainings and strategic planning.

This cycle of data collection, analysis, and response by CONTRACTOR will ensure that services remain outcome driven and responsive to emerging needs.

# EXHIBIT B

## PAYMENT PROVISIONS

CONTRACTOR shall only invoice and be compensated for actual days services are rendered as response to COUNTY referrals. The COUNTY does not guarantee any minimum amount of referrals. Services will be rendered on an as-needed basis only. In addition placement/referrals of CLIENT will be based on what COUNTY and CLIENT determines to be in the best interest of the CLIENT.

| YEAR 1 | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $121,118.00 |
| Total Program/Operational Cost | $382,500.00 |
| Total Equipment | $9,000.00 |
| Total Travel | $7,200.00 |
| Total Subcontractors | $27,000.00 |
| Total Administrative/Overhead/Other | $54,681.00 |
| Total Annual Cost | $601,501 |
| | |
| Total # Youth / Referral Served | 25 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $2,355.00 |
| Housing Cost per referral | $1,275.00 |
| Anticipated # of subcontractors | 2 |

| YEAR 2 | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $124,752.00 |
| Total Program/Operational Cost | $393,975.00 |
| Total Equipment | $5,400.00 |
| Total Travel | $7,200.00 |
| Total Subcontractors | $28,800.00 |
| Total Administrative/Overhead/Other | $56,012.00 |
| Total Annual Cost | $616,139.00 |
| | |
| Total # Youth / Referral Served | 25 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $2,403.00 |
| Housing Cost per referral | $1,313.00 |
| Anticipated # of subcontractors | 2 |

**Option to renew for an additional two (2) years**

| YEAR 3 - Option to Renew Year | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $128,494.00 |
| Total Program/Operational Cost | $405,794.00 |
| Total Equipment | $5,400.00 |
| Total Travel | $7,200.00 |
| Total Subcontractors | $29,700.00 |
| Total Administrative/Overhead/Other | $57,658.00 |
| Total Annual Cost | $634,246.00 |
| | |
| Total # Youth / Referral Served | 25 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $2,464.00 |
| Housing Cost per referral | $1,353.00 |
| Anticipated # of subcontractors | 2 |

| YEAR 4 - Option to Renew Year | |
|---|---|
| Total Salaries and Employee Benefits Expenses | $132,349.00 |
| Total Program/Operational Cost | $417,967.00 |
| Total Equipment | $5,400.00 |
| Total Travel | $7,200.00 |
| Total Subcontractors | $30,600.00 |
| Total Administrative/Overhead/Other | $59,351.00 |
| Total Annual Cost | $652,867.00 |
| | |
| Total # Youth / Referral Served | 25 |
| Total Cost per month (provide fully burden rate/per Youth / Referral | $2,526.00 |
| Housing Cost per referral | $1,393.00 |
| Anticipated # of subcontractors | 2 |

# Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Solid Ground Wellness in Recovery LLC

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Professional Service Agreement (the "Underlying Agreement") between the County of Riverside ("County") and 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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.**

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

# Solid Ground Wellness in Recovery PSA PRARC-95278-002-05-30

Final Audit Report 2026-05-20

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