

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	CF26119
CONTRACTOR:	TODEC Legal Center Perris
CONTRACT TERM:	Effective Date – 06/30/2027
MAXIMUM REIMBURSABLE AMOUNT:	\$100,000.00

Compensation: The CONTRACTOR designated above is hereby certified for an Investment of Funds in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** over the life of the Contract, as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10 (CA Health and Safety Code § 130100 - 130155), or other COMMISSION administered funds to provide services and results as set forth in Appendix I and Attachments A, B, C, D, E, F, G, and H, attached hereto and incorporated herein by reference if applicable.

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have executed this Contract.

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Charna Widby Executive Director	Luz Gallegos Executive Director, Authorized Signatory
Date Signed:	Date Signed:
Riverside County Children and Families Commission 585 Technology Court Riverside, CA 92507-2423	TODEC Legal Center Perris 234 South D Street Suite 14b Perris, CA 92570
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

CONTENTS

1.	NOTICES	5
2.	SOURCE AND SCOPE OF CONTRACT.....	5
3.	DEFINITIONS	5
4.	TERM	6
5.	COMPLIANCE, DISALLOWANCE, WITHHOLDING	6
6.	TERMINATION	6
7.	REQUIREMENT OF SUPPLEMENTING PROGRAM.....	7
8.	DATA MANAGEMENT.....	8
9.	SCOPE OF WORK (SOW).....	8
10.	REIMBURSEMENT OF COSTS	8
11.	FISCAL AND PROGRAM REPORTING REQUIREMENTS	9
12.	REIMBURSEMENT OF FUNDS TO THE COMMISSION	10
13.	COMMISSION FISCAL REQUIREMENTS.....	11
	A. Diversifying Funding Sources.....	11
	B. Budget Revisions.....	11
	C. Amendments.....	11
	D. Cost Allocation Plan.....	11
	E. Overhead/Indirect Costs	12
	F. Revenues Received.....	12
	G. Payroll Taxes.....	12
	H. Payor of Last Resort	12
14.	CONTRACTOR AUDIT REQUIREMENTS.....	13
15.	INVENTORIAL EQUIPMENT	13
16.	REVERSION OF ASSETS	14
17.	TOBACCO CONTROL POLICY	14
18.	CONDUCT OF BUSINESS	14
19.	RECORDS MANAGEMENT AND MAINTENANCE.....	15
20.	PUBLIC DISCLOSURE OF DOCUMENTS	16
21.	INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW.....	16
22.	GOVERNING LAW AND VENUE.....	17
23.	CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES.....	17
24.	PUBLICITY AND ATTRIBUTION REQUIREMENTS.....	18
25.	PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY	19
26.	WORK PRODUCT	19
27.	NON-DISCRIMINATION.....	19
28.	CHILD ABUSE REPORTING.....	19
29.	DEPARTMENT OF JUSTICE CLEARANCE	20
30.	ADULT AND ELDER ABUSE REPORTING.....	20
31.	INDEPENDENT CONTRACTOR	20
32.	HOLD HARMLESS/INDEMNIFICATION	20
33.	INSURANCE.....	21
34.	ASSIGNMENT	24
35.	ALTERATION AND/OR AMENDMENT	24
36.	CONFLICT OF INTEREST.....	24
37.	WAIVER AND SEVERABILITY	24

38.	DISALLOWANCE	25
39.	OFFICIAL DOCUMENTS	25
40.	ENTIRE CONTRACT	25
41.	NON-EXCLUSIVE CONTRACT	25
42.	CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT	25
43.	COMPLIANCE WITH LAW	25
44.	CONFLICTS IN INTERPRETATION	25
45.	COUNTERPARTS	25
	ATTACHMENT A: SCOPE OF WORK	27
	ATTACHMENT B: BUDGET	30
	ATTACHMENT C: PAYMENT PROVISIONS	31
	ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY	33
	ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT	34
	ATTACHMENT F: USE OF DATA AND CONFIDENTIALITY	45
	ATTACHMENT G: REMOTE ACCESS USER AGREEMENT	47
	ATTACHMENT H: WHOLE PERSON HEALTH SCORE ASSESSMENT MASTER AGREEMENT	48

TERMS AND CONDITIONS

1. NOTICES

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

COMMISSION:

Charna Widby
Executive Director
Riverside County Children and Families
Commission
585 Technology Court
Riverside, CA 92507

CONTRACTOR:

Luz Gallegos
Executive Director
TODEC Legal Center Perris
234 South D Street Suite 14b
Perris, CA 92570

Or to such other address as the parties may hereafter designate in writing.

2. SOURCE AND SCOPE OF CONTRACT

- A. The COMMISSION, created by California Children and Families Act of 1998, also known as Proposition 10 (CA Health and Safety Code § 130100 - 130155), was established by the County of Riverside in Riverside County Ordinance No. 784 as a department of the County that maintains its statutorily established independent authority.
- B. This Contract award is valid and enforceable only if sufficient funds are available to the COMMISSION from Proposition 10 tax dollars or other COMMISSION administered funds for the total term of the Contract. It is mutually agreed that if sufficient funds are not available this Contract shall be amended to reflect any reduction in funds.
- C. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.
- D. This Contract award is designated for an investment of funds to provide services to address Child Health & Development, Quality Early Learning, or Resilient Families in accordance with the current COMMISSION Strategic Plan. Services shall align with the goals of Proposition 10 and/or other designated funding streams and shall be implemented in accordance with applicable restrictions, guidelines, and reporting requirements.
- E. Appendix I: Special Terms and Conditions, and Attachments A: Scope of Work, B: Budget, C: Payment Provisions, D: Comprehensive Tobacco Control Policy, E: Business Associate Agreement, F: Use of Data and Confidentiality, G: Remote Access User Agreement, and H: Whole Person Health Score Assessment Master Agreement, are attached hereto and incorporated herein if applicable.

3. DEFINITIONS

Terminology included within the Terms and Conditions of the Contract is defined by the Riverside County Children and Families Commission as stated below:

Commission: The Riverside County Children and Families Commission, an assembly of Commissioners appointed by the Riverside County Board of Supervisors, which is responsible for establishing policy and directing Proposition 10 funds at the County level.

Contractor: The government or other legal entity to which the Contract is awarded and which shall be accountable to the Commission for the use of funds provided.

County: The Riverside County Children and Families Commission, the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

Data Management System: An online data management system used to collect and analyze client demographics, services, and target accomplishments.

Effective Date: The date on which this Contract has been fully executed by all required parties.

Executive Director: The designated lead director of the Commission

Fiscal Year: The Commission's fiscal year is July 1 through June 30.

Performance Target: The specific results that a CONTRACTOR will commit to achieving as outlined in the Scope of Work.

Performance Target Accomplishment Schedule: The specific timeline that a CONTRACTOR will commit to adhere to achieving specific results as outlined in the Scope of Work.

Probationary Status: CONTRACTOR is given notice of non-compliance after failing to correct deficiencies and has been placed in a status that may require additional monitoring, announced and unannounced visits, additional reporting by CONTRACTOR, an evaluation by COMMISSION staff and a report to the COMMISSION inclusive of recommendations regarding the disposition of the Contract.

Scope of Work (SOW): A documented qualitative and quantitative description of the project deliverables (i.e., what the CONTRACTOR is funded to do).

4. TERM

The term of this Contract shall commence on the Effective Date and continue through **06/30/2027**, unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR's Executive Director or other lead staff authorized by the CONTRACTOR's governing board or ownership within twenty (20) working days.

6. TERMINATION

A. **By COMMISSION:** The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

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1. **Termination for cause:**

- a. **Due to Default or Breach of Contract.** Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to: change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION's satisfaction.
 - b. **Due to Health and Safety Concerns of Clients.** The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.
 - c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.
 - d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data, and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.
 - e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- B. **By CONTRACTOR:** CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. **REQUIREMENT OF SUPPLEMENTING PROGRAM**

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR's program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections § 130100 et Seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS, and the community to successfully increase and measure the impact of Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect the measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.
- B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.
- C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director.
- D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director, via the COMMISSION's Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.
- E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW

and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.
- B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd, and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May, and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION's Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). CONTRACTOR will uphold monthly fiscal reporting responsibility even in the during staff changes or other challenges.

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through COMMISSION's Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION's data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May, and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION's Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which include quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability, and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION's data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through COMMISSION's Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purposes as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Diversifying Funding Sources

The COMMISSION may administer funding from sources other than Proposition 10. Contracts funded by such sources shall be subject to restrictions and terms and conditions outlined by the funded stream, including allowable expenditures, indirect cost percentages, reporting requirements, and timelines. In cases where funding restrictions conflict, the terms shall default to the more restrictive funding source, as determined by the COMMISSION in consultation with County Counsel.

B. Budget Revisions

Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line-item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. For the purposes of Budget Revisions, electronic submittal of a budget revision request in the Commission data system by an authorized representative shall be accepted as signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director, on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to three (3) budget revisions, one for each of the first three (3) quarters of the fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION no later than **April 15th** of the fiscal year.

C. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director (acting on behalf of the COMMISSION), as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

D. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair

share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if any of the conditions below are met:

1. Funded staff members share time between a COMMISSION-funded program and one or more other grant-funded program.
2. A single-funded staff member shares time between two or more COMMISSION-funded programs.
3. The same facilities and/or resources are utilized by more than one funded program.

E. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contract, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay subcontractor indirect costs as part of the CONTRACTOR'S budget.

F. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

G. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

H. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

- A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of the annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.
- B. Audited financial statements are to be submitted to the COMMISSION Executive Director within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIAL EQUIPMENT

- A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars (\$1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars (\$1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.
- B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION's Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION's data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.
- C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars (\$1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

- A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.
- B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

- A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.
- B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.
- C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. CONTRACTOR shall notify the COMMISSION Executive Director verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

- E. CONTRACTOR shall notify the COMMISSION Executive Director in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but is not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.
- F. CONTRACTOR shall notify the COMMISSION Executive Director verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.
- G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the COMMISSION in writing with the intent to file or filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation
- J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the COMMISSION in the required format and contain information as required by the COMMISSION.
- B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.
 - 1. This requirement includes:
 - 2. All the monthly data necessary to generate demographic, service utilization, results, and aggregate activity reports; and
 - 3. Submission of the Program Progress Report on a quarterly basis.

- D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance, or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of one (1) time per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

- A. This Contract is entered into under the provisions of Health and Safety Code section § 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract 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.
- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.
- C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and
 - 4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.
- D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them, as for the acts or omissions of persons directly employed by the CONTRACTOR.
- E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

- A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.
- B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising, and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"

"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children and Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"

"Financiado por Primeros 5 Riverside County"

For events, conferences, or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children and Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION's Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

- C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

- D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.
- E. The COMMISSION's Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction, or proselytizing.

26. WORK PRODUCT

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents, or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 USC section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), the Age Discrimination Act of 1975 (42 USC 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 USC 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et Seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

- A. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants, or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et Seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
3. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

- A. CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a valid license from the State of California is sufficient proof.
- B. CONTRACTOR must have on file for review or upon request, a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et Seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

31. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is an independent contractor, and that no relationship of employer-employee exists between the CONTRACTOR and the COMMISSION. The CONTRACTOR, nor CONTRACTOR's officers, agents, employees or subcontractors, shall not be entitled to any COMMISSION paid employee benefits, including Workers' Compensation.

32. HOLD HARMLESS/INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold harmless COMMISSION, 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 in this section as the "COUNTY") 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 Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR's sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY 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 sole cost, have the right to use counsel of 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 the COUNTY as set forth herein.
- C. 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.
- D. The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY herein from third party claims.
- E. In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.
- F. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR's, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.
- G. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

33. INSURANCE

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 coverages during the term of this Contract. Pertinent to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, including the COMMISSION, 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 one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

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 Insureds. Policy limit of liability shall not be less than two million dollars (\$2,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Contract, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$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 Contract 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 Contract; 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. Information Technology Related Insurance

1. Cyber Liability Insurance:

- a. CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work and/or obligations hereunder by CONTRACTOR, its agents, representatives, or employees and provide COUNTY with (an) executed Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein.
- b. CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data, Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or claim \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, malware, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- c. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage

and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as an Additional Insured. In the event a Contract includes a provision with higher minimum limits for Cyber Liability Insurance, the Parties agree that such higher minimum limits for Cyber Liability Insurance shall control, notwithstanding any provision to the contrary in this Contract.

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 or a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Contract. 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 with respect to this Contract 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 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and/or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) working days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR's insurance carrier(s) policies does not meet the minimum notice of requirement found herein, CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing 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 endorsement and if requested, certified original policies of insurance including all endorsements and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5. It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
6. If during the term of this Contract 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 SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing 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 Contract.

G. Adjustment and/or Waiver of Requirements:

The COMMISSION Executive Director, in consultation with the COUNTY'S Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance endorsements shall be submitted to the COMMISSION upon submission of the fully executed Contract, but no later than when contract work commences.

34. ASSIGNMENT

This Contract shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the COMMISSION, as approved and authorized by formal action of the COMMISSION.

35. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings of Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the COMMISSION Executive Director, acting on behalf of the COMMISSION, may alter or revise this Contract on behalf of the COMMISSION. Material alterations and/or amendments, as determined by the COMMISSION Executive Director in consultation with County legal counsel, will require formal approval of the COMMISSION. Except as provided herein, the parties expressly recognized that individual COMMISSION members, COMMISSION Advisory Committee members, or staff to the COMMISSION is without authorization to either change or waive any material requirements of this Contract without formal action of the COMMISSION.

36. CONFLICT OF INTEREST

CONTRACTOR shall have no economic interest and shall not acquire any economic interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

37. WAIVER AND SEVERABILITY

Any waiver by the COMMISSION of any breach or default hereof by CONTRACTOR shall be deemed to be a waiver of any preceding or succeeding breach or default hereof, and no waiver shall be operative unless the same shall be in writing. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect without being impaired or invalidated in any way.

38. DISALLOWANCE

In the event CONTRACTOR receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to the COMMISSION upon request. The COMMISSION retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract between CONTRACTOR and the COMMISSION.

39. OFFICIAL DOCUMENTS

Upon the Contract approval by the COMMISSION, and full execution of the Contract by COMMISSION and CONTRACTOR, one (1) fully executed copy will be sent to the CONTRACTOR. Such copy shall be the officially approved Contract for the conduct of the approved project.

40. ENTIRE CONTRACT

This Contract, inclusive of all attachments and exhibits, constitutes the entire Contract between the parties. Any modifications to the terms of this Contract shall be by the provisions detailed in the Section entitled "Alteration and/or Amendment" herein.

41. NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this is not an exclusive Contract and that the COMMISSION shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by CONTRACTOR as the COMMISSION desires and at the sole discretion of the COMMISSION.

42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

CONTRACTOR certifies that the individual signing herein has authority to execute this Contract on behalf of CONTRACTOR and may legally bind CONTRACTOR to the terms and conditions of this Contract and any attachments hereto.

43. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the COMMISSION be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the COMMISSION.

44. CONFLICTS IN INTERPRETATION

In the event of a conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

45. COUNTERPARTS

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 of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code § 1633.1 - 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. 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.

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ATTACHMENT A: SCOPE OF WORK

Contractor: TODEC Legal Center Perris
Program: FRC Network Specialist Hub Expansion
Contract #: CF26119
Term: Effective Date 06/30/2027

1. Program Overview

The Family Resource Center Network (Network) increases access to resources, provides linkages to prevention services, and creates opportunities for direct enrollment in services funded by the Riverside County Children and Families Commission ('COMMISSION') or administered by the County of Riverside through Network Specialists (NSs).

NSs strengthen connections between families, community resources, county services, COMMISSION-funded services, and county operated Family Resource Centers (FRCs). NSs may be embedded within community-based organizations or school districts to serve families where they already are and provide access to County-provided tools such as the Whole Person Health Score (WPHS), Benefit Navigator, and Integrated Practice Child and Adolescent Needs and Strengths (IP-CANS) for needs assessment and service linkage.

The Network emphasizes collaboration between the COMMISSION, County departments, FRCs and Community-Based Organizations (CBOs) to expand access to care coordination, prevention services, educational programs, health and wellness resources, and family support systems.

2. CONTRACTOR Responsibilities:

A. General:

1. Designate one (1) Full Time Equivalent (FTE) NS to support implementation and ongoing activities under this Contract.
2. Ensure designated NSs and appropriate staff are trained on the WPHS and other relevant tools prior to use with clients.
3. Comply with all applicable County, State, and COMMISSION policies, procedures, and reporting requirements, including confidentiality, HIPAA, as identified by COMMISSION.
4. Provide case management tools or support use of the COMMISSION case management system for client tracking and reporting.
5. Provide emergency planning capacity-building workshops for community partners' staff and volunteers.
6. Provide culturally and linguistically tailored emergency planning toolkits for families and community partners.
7. Develop collaborative partnerships with legal aid, schools, and health providers to ensure coordinated emergency response systems.

B. Whole Person Health Score (WPHS) Environment:

- 1) Complete onboarding to the County's information system(s) supporting WPHS and care coordination within 90 days of the system becoming available.
- 2) Implement informed consent practices consistent with County data governance and Commission policy prior to data entry.

- 3) Contact for Resource Referrals
- 4) Act as a central access point for clients seeking health, human, and social services.
- 5) Provide timely information on community resources, including health, housing, mental health, food security, and other social support services.
 - a) Client Education, Advocacy, Linkage, Navigation
- 6) Educate clients about available services and their eligibility, guiding them through options for accessing care or benefits.
- 7) Help clients understand their rights and services available to them, especially for complex health and human service needs.
- 8) Assist clients in navigating networks of services and agencies, including support in making appropriate appointments.
- 9) Link clients directly to service providers through warm handoffs, ensuring they connect with the right agency or program in real time.
 - a) Person-Centered Screening Process (Whole Person Health Score)
- 10) With electronic or written consent, CONTRACTOR will complete the Whole Person Health Score with clients, where appropriate, to screen multiple domains (e.g., physical/behavioral health, housing, food security).
- 11) Review and follow up on all completed WPHS assessments by educating clients, providing services, resources, and referrals, and documenting all actions. Prioritize response times using WPHS risk/need stratification so that higher-risk clients receive expedited attention while ensuring follow-up for all clients.
 - a) Closed-Loop Feedback
- 12) Utilize a closed-loop feedback system so that referral recipients report back on the outcome of referrals. This ensures tracking and follow-up to confirm whether clients receive the services they need.
 - a) Participate in the continuous improvement process by collecting and using feedback from clients and partner agencies to help identify service gaps and inform enhancements to care coordination and resource access. Report these activities and findings in the Quarterly Program Progress Report (PPR) Qualitative Narrative Summary as described in the Reporting and Accountability Requirements below.
 - b) Data Sharing and Technology Integration
- 13) Identify data-sharing opportunities and, where appropriate, propose data-sharing pathways with other systems to reduce duplicate data entry and support interoperability.
- 14) Work with the County and service providers to ensure partners have timely information on service availability to avoid delays in care provision.
 - a) Training for Contractor staff
- 15) HIPAA and client privacy regulations
- 16) Ensure that appropriate staff are trained in County provided tools which may include: WPHS, Benefit Navigator, IP-CANS, HIPAA requirements, trauma-informed care, motivational interviewing, and cultural responsiveness prior to independent client contact.
 - a) Performance Monitoring
- 17) Support reporting, evaluation, and program improvement activities.

- 18) Monitor the effectiveness of warm handoffs and closed-loop feedback processes, including referral completion and service outcomes (e.g., scheduled, started, completed, or unable to serve).

3. Reporting and Accountability Requirements

A. Quarterly Program Progress Report (PPR) Qualitative Narrative Summary

1. CONTRACTOR will collect and submit a PPR to the COMMISSION, in a format approved by the COMMISSION, that includes information related to, at minimum:
 - a. Best practices derived from partnerships with legal aid, schools, and health providers to ensure coordinated emergency response systems;
 - b. Identification of service gaps and emerging needs;
 - c. Promising equity-focused practices and strategies utilized;
 - d. Participation and demographic information of families who received emergency planning support. No immigration or citizenship data may be collected. Provide monthly and year-to-date totals;
 - e. Where available, outcomes data and any additional assessment results beyond WPHS utilization data pulled directly by the COMMISSION shall be provided to support a complete evaluation of performance;
 - f. Client success stories.

B. COMMISSION Responsibilities:

1. CONTRACTOR shall be trained by the COMMISSION on COUNTY provided tools including the WPHS tool before CONTRACTOR may use the WPHS tool as part of its intake process.
2. The COMMISSION will extract utilization data directly from WPHS (the system of record) and from any other COMMISSION-authorized data systems jointly used by the CONTRACTOR and the COMMISSION. The CONTRACTOR's obligation is limited to timely, accurate data entry in those systems; no separate spreadsheets or duplicate reports are required unless expressly requested in writing by the COMMISSION.
3. Provide technical oversight, guidance, and training.
4. Provide guidance and oversight for quantitative and qualitative data collection and reporting.
5. Serve as the County Lead Agency with administrative responsibility of the WPHS Master Agreement (incorporated by reference).
6. Monitor compliance with County, State, and COMMISSION policies, including WPHS, RivCoONE Connect, and HIPAA requirements.
7. Monitor adherence to data standards and reporting timelines for quarterly and yearly progress reports.
8. Maintain responsibility for overall data tracking and reporting.

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ATTACHMENT B: BUDGET

Budget Start Date: Effective Date

Budget End Date: 06/30/2027

Total Amount: \$100,000.00

BUDGET TABLE

PERFORMANCE PERIOD BUDGET		
Category	Description	Amount
Personnel Expenses	Salaries	\$69,472.00
Personnel Expenses	Benefits	\$17,262.00
Operational Expenses	Technology and Connectivity	\$0.00
Operational Expenses	Materials	\$4,369.60
Operational Expenses	Mileage	\$223.00
Indirect Expense	10% of Salaries and Benefits	\$8,673.40
SUBTOTAL:		\$100,000.00

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ATTACHMENT C: PAYMENT PROVISIONS

1. GENERAL

A. **REIMBURSABLE AMOUNT:** The maximum amount reimbursable over the life of this Contract shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

B. **CONTRACT PERIOD:** Effective date through 06/30/2027

C. **FISCAL**

1. Method, Time, and Schedule Conditions of Payment:

- a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and Monthly report submissions. Payment will be rendered fifteen (15) business days from submission of all required documentation.
- b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:
 - i. The Contract has been approved by the COMMISSION;
 - ii. The Contract has been fully executed by all Parties;
 - iii. All applicable licenses to comply with the terms of the SOW are current and valid;
 - iv. The CONTRACTOR submits monthly itemized invoices, via the data management system, to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and
 - v. COMMISSION staff have reviewed and approved Cost Allocation Plan (if applicable).
- c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director.
- d. The COMMISSION Executive Director reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.
- e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th and reported as of the final deadline to submit program expenditures defined in Section 11.A.: Fiscal Reporting.
- f. Expenditures made after June 30th will not be accepted.

2. Allowable Costs

Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.
- b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.
- c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

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ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR's employees, while receiving funding from the COMMISSION:

- A. Shall not use tobacco products while using the CONTRACTOR's property e.g., vehicle, equipment; and
- B. Shall not sell, offer, or provide tobacco products on CONTRACTOR's premises; and
- C. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and
- D. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
- E. Shall make a reasonable effort to divest all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

The COMMISSION may terminate for default or breach of this Contract, and any other Contract the CONTRACTOR has with the COMMISSION, if the CONTRACTOR or CONTRACTOR's employees, are determined by the COMMISSION Executive Director, not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR's employees are determined by the COMMISSION Executive Director not to be in compliance with the conditions set forth herein, the COMMISSION may terminate for default or breach of this Contract and any other Contract the COMMISSION has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the COMMISSION Executive Director. Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR's activities pursuant to the policy.

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ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of Contract No. CF26119 ('Contract') between the Riverside County Children and Families Commission, as a department of the County of Riverside ('COMMISSION') and TODEC Legal Center Perris ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the Effective Date).

RECITALS

WHEREAS, the COMMISSION and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the COMMISSION, 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 Contract; 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- 005 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 Contract; and,

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

WHEREAS, to the extent the COMMISSION discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the COMMISSION, 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 the COMMISSION participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - c. A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. **Business associate** has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits, or accesses PHI on behalf of the business associate.
- C. **Data aggregation** has the meaning given such term in 45 CFR §164.501.
- D. **Designated record set** as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. **Electronic protected health information (ePHI)** as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. **Electronic health record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. **Health care operations** has the meaning given such term in 45 CFR §164.501.
- H. **Individual** as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. **Person** as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- J. **Privacy Rule** means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. **Protected health information** (PHI) has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. **Required by law** has the meaning given such term in 45 CFR §164.103.
- M. **Secretary** means the Secretary of the U.S. Department of Health and Human Services 22 (HHS).
- N. **Security incident** as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. **Security Rule** means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. **Subcontractor** as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. **Unsecured protected health information** and **unsecured PHI** as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by CONTRACTOR of the COMMISSIONS's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities, or services for, or on behalf of, the COMMISSION 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 CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3. Use PHI to provide data aggregation services relating to the health care operations of the COMMISSION pursuant to the Contract or as requested by the COMMISSION; and,
 - 4. De-identify all PHI and/or ePHI of the COMMISSION received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the

Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the COMMISSION.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the COMMISSION or from another business associate of the COMMISSION, 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 the COMMISSION 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 Contract 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 Contract 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 Contract 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 the COMMISSION to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the COMMISSION.

- A. The COMMISSION 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 the COMMISSION that may affect CONTRACTOR's ability to perform its obligations under the Contract, or this Addendum.
- B. The COMMISSION 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 Contract, or this Addendum.
- C. The COMMISSION 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. The COMMISSION 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. The COMMISSION 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 Contract.

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 the COMMISSION 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 the COMMISSION 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 the COMMISSION, the Secretary, in the time and manner designated by the COMMISSION or Secretary, CONTRACTOR's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the COMMISSION or created or received by CONTRACTOR on behalf of the COMMISSION, for purposes of determining, investigating, or auditing CONTRACTOR's and/or the COMMISSION'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 the COMMISSION 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 the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the COMMISSION.
- 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 COMMISSION to the extent CONTRACTOR is to carry out the COMMISSION'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 the COMMISSION or an individual as directed by the COMMISSION, within five (5) days of request from the COMMISSION, 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 the COMMISSION directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the COMMISSION, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist the COMMISSION 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 the COMMISSION 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 the COMMISSION, provide to the COMMISSION or any individual as directed by the COMMISSION information collected in accordance with this section to permit the COMMISSION to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3. Make available for the COMMISSION 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 the COMMISSION discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the COMMISSION 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 the COMMISSION 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 the COMMISSION 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 the COMMISSION 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 the COMMISSION 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 the COMMISSION and shall provide the COMMISSION with any information requested by the COMMISSION to enable the COMMISSION 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 the COMMISSION 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 the COMMISSION 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 COMMISSION 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 the COMMISSION 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 the COMMISSION any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two 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 the COMMISSION, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the 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 the COMMISSION, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, 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 the COMMISSION and the County of Riverside, 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 the COMMISSION and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to the COMMISSION and the County of Riverside as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless the COMMISSION and the County of Riverside shall be subject to the COMMISSION and the County of Riverside 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 the COMMISSION and the County of Riverside the appropriate form of dismissal relieving the COMMISSION and the County of Riverside from any liability for the action or claim involved.
- C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COMMISSION and the County of Riverside 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 Contract 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 the COMMISSION or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the COMMISSION and the County of Riverside, is destroyed or returned to COMMISSION and the County of Riverside, 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 Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract 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 Contract 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 Contract and this Addendum.
3. If termination of the Contract 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 the COMMISSION, destroy all PHI and/or ePHI received from the COMMISSION, or created or received by the CONTRACTOR on behalf of the COMMISSION, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the COMMISSION. 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 the COMMISSION 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 the 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 the COMMISSION 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 Contract 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 Contract as one document. The purpose is to supplement the Contract to include the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH.
 2. Any ambiguity between this Addendum and the Contract shall be resolved to permit the COMMISSION to comply with the Privacy Rule, Security Rule, HIPAA, and HITECH generally.

- G. **Notices to the COMMISSION and County of Riverside.** All notifications required to be given by CONTRACTOR to the COMMISSION and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the COMMISSION and County of Riverside both by fax and to all 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 the COMMISSION and County of Riverside may hereafter designate. All notices to the COMMISSION and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the COMMISSION and County of Riverside.

County HIPAA Privacy Officer:	HIPAA Privacy Manager
County HIPAA Privacy Officer Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	P.O. Box 1569 Riverside, CA 92502
County HIPAA Privacy Officer Fax Number:	(951) 955-HIPAA or (951) 955-4472

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ATTACHMENT F: USE OF DATA AND CONFIDENTIALITY

This Data and Confidentiality Agreement (the 'Addendum') supplements and is made part of Contract **CF26119** (the 'Contract') between the Riverside County Children and Families Commission, as a department of the County of Riverside ("COMMISSION") and TODEC Legal Center Perris (the 'CONTRACTOR') and shall be effective as of **Effective Date** (the date of the last signature).

RECITALS

WHEREAS, the COMMISSION and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the COMMISSION, and in conjunction with the provision of such services certain confidential data may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract;

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

A. USE OF DATA

1. Disclosure of confidential data released under this Agreement for any purpose other than the purpose for which it is obtained is prohibited by law.
2. Confidential data provided under this Agreement continues to be the property of the providing party.
3. Confidential data shared under this Agreement will not be used for any purpose other than those stated herein.
4. CONTRACTOR may not disclose the confidential data to any other parties, except in aggregate.
5. No research or reports related to confidential data provided under this Agreement shall be published without COUNTY's prior review of the research or reports. COUNTY shall have 30 calendar days for review prior to publication. Should COUNTY disagree with any of the published content, a disclaimer stating COUNTY's disagreement must be included in the final publication, preferably in the Executive Summary.
6. COUNTY shall delete files in accordance with the COUNTY's retention policies and pursuant to applicable federal and state laws, unless the parties mutually agree in writing to a new purpose and retention period for the confidential data and matched confidential data sets. Any questions or concerns about the confidential data or reports should be relayed within 30 days of receipt.
7. CONTRACTOR's provision to COUNTY of confidential data as contemplated herein is not a violation of the Family Educational Rights and Privacy Act (20 USCA § 1232.)

B. CONFIDENTIALITY

1. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes but is not limited to, individually identifiable physical or mental health information, substance abuse information, child care or education information, personnel or employment information, financial information, criminal justice information, demographic information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or other data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services

unless authorized by law. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850 and Health and Safety Code § 130140.1(e)(1).

2. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification, or destruction.
3. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
4. CONTRACTOR may disclose the confidential information disclosed to it pursuant to Contract **CF26119** to any person, agency, or entity that receives funding from the county COMMISSION, by way of grant award, or contract or as a service provider for the provision of early childhood services, and only to the extent necessary to the provision of services, unless further disclosure is authorized by a written consent of the parent or legal guardian, or where disclosure is required by state or federal law.

CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY when COUNTY had determined disclosure is in compliance with applicable law.

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ATTACHMENT G: REMOTE ACCESS USER AGREEMENT

I, the undersigned remote user, have read, understand and am fully aware of the terms of the County of Riverside ("County") Enterprise Information Systems Security Policy (Board Policy A-58), especially as applied to remote users of the County's information systems; and I agree to comply with the terms of this policy. I also agree to remain informed of and comply with future revisions to this policy.

As a remote user of the County's information systems, I will have unique access to sensitive resources that are connected through the County network. To assure security throughout the entire County network, I understand it is critical to fully comply with the measures described in the County Enterprise Information Systems Security Policy. I understand that failure to comply can place the entire County network at serious risk; and the County, in its sole judgment and discretion, may take the following actions and any other actions as determined appropriate by the County:

- a. Suspend or terminate access to County's information systems;
- b. Bring legal action for failure to comply; and/or
- c. Notify the appropriate authorities.

I, as a remote user of the County's information systems, shall at all times act in accordance with all applicable laws, County policies, rules, or procedures. I shall not use County's information systems in an improper or unauthorized manner.

Remote User Name and Title: _____

Contractor Name: _____

Remote User Signature: _____

Date: _____

Responsible COUNTY Manager Approval Authority

Name and Title: _____

Signature: _____

Date: _____

This form shall be retained in COUNTY department, district, or agency files.

ATTACHMENT H: WHOLE PERSON HEALTH SCORE ASSESSMENT MASTER AGREEMENT

**MASTER AGREEMENT
FOR USE OF THE WHOLE PERSON HEALTH SCORE ASSESSMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
TODEC LEGAL CENTER PERRIS**

**MASTER AGREEMENT
FOR USE OF THE WHOLE PERSON HEALTH SCORE ASSESSMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
TODEC LEGAL CENTER PERRIS**

This Master Agreement for Use of the Whole Person Health Score Assessment ("Master Agreement") is entered into by and between the **County of Riverside**, a political subdivision of the State of California, ("COUNTY" or "Riverside"), and **TODEC Legal Center Perris**, a Community Based Organization, ("CONTRACTOR" or "Licensee"), collectively 'the Parties', and shall apply to all Contracts between the Parties, as specified below.

RECITALS

WHEREAS, the Parties have entered into contracts for provision of care coordination by CONTRACTOR, as set forth in Exhibit 1, County Departments and Current Contract List, and may also enter into future contracts for care coordination by CONTRACTOR which incorporates by reference this Master Agreement, (collectively referred to as "Contracts");

WHEREAS, Riverside County Children and Families Commission ("COMMISSION") is the COUNTY Lead Agency with administrative responsibility of this Master Agreement on behalf of the COUNTY including the COUNTY Departments listed in Exhibit 1;

WHEREAS, COUNTY has developed the Whole Person Health Score Assessment ("WPHS"), and the purpose of the WPHS web application and survey ("WPHS Tool") is to collect user data and calculate from that data an alphabetic score representing the overall health of the individual submitting the data;

WHEREAS, CONTRACTOR desires to use the WPHS Tool as part of its intake process and the WPHS score for the sole purpose of care coordination; and

WHEREAS, the Parties now desire to supplement the Contracts by entering into this Master Agreement to set forth the terms and conditions related to the WPHS.

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Master Agreement.** The Parties agree that the Contracts are supplemented by this Master Agreement, including the Exhibits listed below, which are attached hereto and incorporated herein by this reference. In the event of any conflict between the Contracts and this Master Agreement, the terms of the Master Agreement shall control.

- | | |
|------------|--|
| Exhibit 1: | County Departments and Current Contract List |
| Exhibit 2: | Authorization for Riverside County to Disclose and Use Personal Information (Example Only) |
| Exhibit 3: | Assessment License Agreement |
| Exhibit 4: | Security and Privacy Requirements for Access to County Information System |
| Exhibit 5: | HIPAA Business Associate Agreement. |

3.Term and Termination. This Master Agreement shall be effective upon the Parties' last signature date below and shall continue in effect until the termination or expiration of all Contracts, unless terminated earlier in accordance with this Master Agreement.

4.WPHS Tool. (a) CONTRACTOR's intake process shall incorporate the COUNTY electronic Registration, Authorization for Riverside County to Disclose and Use Personal Information ("Universal Authorization"), and WPHS Tool. The Universal Authorization, an example of which is attached hereto as Exhibit 2, may be updated from time to time by the COUNTY without amendment to this Master Agreement. (b) The Parties agree to comply with the requirements of the Assessment License Agreement, attached hereto as Exhibit 3. (c) CONTRACTOR shall be trained by the COUNTY on the WPHS Tool before CONTRACTOR may use the WPHS Tool as part of its intake process for its clients. The specifics of the training, including scope, content, duration, format, and schedule, shall be determined by the COUNTY. (d) CONTRACTOR shall use the WPHS score for the sole purpose of care coordination for its clients pursuant to the Contracts.

5.Data Ownership. CONTRACTOR receives funding/payment pursuant to the Contract(s) for care coordination of its clients. The Parties agree that the expectation for the associated funding/payment includes the CONTRACTOR's use of the WPHS Tool to assist in care coordination of its clients and provision of the data associated with the WPHS Tool for the COUNTY to advance its own care coordination efforts. The Parties further agree the COUNTY owns all data inputted by CONTRACTOR into any of the COUNTY Information System pursuant to this Master Agreement (including, but not limited to, all WPHS data concerning individuals that are provided through the WPHS Tool). Such data are the COUNTY's data.

6.HIPAA Business Associate Agreement. CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The Parties agree to comply with the requirements of the HIPAA Business Associate Agreement, attached hereto as Attachment H-0, Exhibit 5.

7.County Information System. (a) Subject to CONTRACTOR's compliance with all terms and conditions of this Master Agreement including, but not limited to, the Security and Privacy Requirements for Access to County Information System, attached hereto as Exhibit 4, COUNTY may at its sole discretion provide CONTRACTOR with minimally necessary access to COUNTY Information System. CONTRACTOR's use of the COUNTY Information System shall be limited to County business. (b) COUNTY has the sole discretion to determine the minimum necessary data content that can be accessed by CONTRACTOR through the COUNTY Information System pursuant to this Master Agreement. Such data content shall be used by CONTRACTOR only for purposes of client care coordination. Such data content includes client registration, Universal Authorization, WPHS score and referral type, referral receipt confirmation (agency confirm receipt of CONTRACTOR's client referral), and referred agency closeout (referred agency confirm referral has been processed).

8.Compliance with Applicable Laws. (a) CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, Welfare and Institutions Code Section 10850. In the event there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation. (b) CONTRACTOR agrees to take reasonable measures to protect the privacy and security of all information received from the COUNTY and not to use or disclose any information it receives in a manner that would compromise the COUNTY's obligations under Section 10850

of the Welfare and Institutions Code to keep public social services records confidential. (c) CONTRACTOR shall comply with all applicable privacy laws and regulations including, but not limited to, obtaining any necessary authorizations, consents, or other permissions required under such laws or regulations prior to the disclosure of CONTRACTOR's confidential information to the COUNTY under this Master Agreement.

9. Confidentiality. (a) CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received in connection with this Master Agreement ("Confidential Information"). Without limiting the generality of the foregoing, CONTRACTOR shall not use for personal gain or make other improper use of Confidential Information. 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. (b) CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services in connection with this Master Agreement. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Master Agreement. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of Confidential Information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Master Agreement or as authorized in writing in advance by 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. (c) CONTRACTOR shall take special precautions (including, but not limited to, sufficient training of CONTRACTOR's staff before they begin work) to protect Confidential Information from loss or unauthorized use, access, disclosure, modification, or destruction. (d) COUNTY reserves the right to designate CONTRACTOR staff who receive Confidential Information as members of a COUNTY multidisciplinary personnel team ("MDT"), for purposes of receiving and disclosing such information in connection with the provision of services to the COUNTY under this Master Agreement. The Parties acknowledge that CONTRACTOR is a service provider of the COUNTY and the services it furnishes under this Master Agreement are relevant to the care coordination efforts of the COUNTY, which may include strategies aimed at preventing, identifying, assessing, or treating illness, abuse, or neglect. This Master Agreement supports the COUNTY's efforts to develop interagency treatment and support strategies, ensure maximum coordination with existing community resources, ensure maximum access on behalf of County of Riverside residents, and avoid duplication of efforts. CONTRACTOR shall cooperate with any requests by COUNTY related to the designation of CONTRACTOR staff as members of a COUNTY MDT to ensure compliance with MDT requirements.

10. No Offshore Work or Services. CONTRACTOR, its employees, agents, and/or subcontractors shall not: (i) perform any work, services, and/or obligations under this Master Agreement at any location outside of the United States of America (USA); and/or (ii) transmit COUNTY information related to this Master Agreement (including, but not limited to, WPHS data, public social services information, personally identifiable information, and/or protected health information (PHI) of the COUNTY) outside of the USA. Additionally, no CONTRACTOR employee, agents, and/or subcontractors outside of the USA will receive, process, transfer, handle, store or have access to COUNTY information in oral, written, or electronic form.

11. Cyber Liability Insurance. CONTRACTOR shall procure and maintain for the duration of this Master Agreement insurance against claims for injuries to person or damages to

property which may arise from or in connection with the performance of the work and/or obligations hereunder by CONTRACTOR, its agents, representatives, or employees and provide COUNTY with an executed Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein. CONTRACTOR shall procure and maintain for the duration of this Master Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Master Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, malware, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as an Additional Insured. In the event a Contract includes a provision with higher minimum limits for Cyber Liability Insurance, the Parties agree that such higher minimum limits for Cyber Liability Insurance shall control, notwithstanding any provision to the contrary in this Master Agreement.

12. Miscellaneous. All other terms and conditions of the Contracts not modified herein shall remain unchanged.

13. Counterparts; Signatures. This Master 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. CONTRACTOR represents and warrants that the individual signing this Master Agreement on behalf of CONTRACTOR has full and complete authority to bind CONTRACTOR to each and every term of this Master Agreement and any attachments hereto. Each Party to this Master 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 Master Agreement. The Parties further agree that the electronic signatures of the Parties included in this Master Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

2. [SIGNATURE PAGE FOLLOWS]

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

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

TODEC LEGAL CENTER PERRIS, a
Community Based Organization

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

By: luz gallegos
Luz Gallegos
Executive Director

Date: APR 14 2026

Date: 04/24/2026

ATTEST:
Kimberly Rector
Clerk of the Board

By: [Signature]
Deputy

Date: APR 14 2026

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County Counsel

Date: 4/2/26

LEAD AGENCY:

Riverside County Children and Families
Commission

By: Charna Widby
Charna Widby,
Executive Director

Date: 04/29/2026

ATTEST:

By: [Signature]
Lynn Stephens,
Executive Assistant IV

Date: 04/29/2026

3. EXHIBIT 1: COUNTY DEPARTMENTS AND CURRENT CONTRACT LIST

COUNTY and CONTRACTOR have entered into the following Contracts for provision of care coordination by CONTRACTOR:

1. Riverside County Children and Families Commission
 - a. FRC Network Specialist - Emergency Planning CF26119 effective upon execution.

4. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit 2: Authorization for Riverside County to disclose and use Personal Information

Authorization for Riverside County to Disclose & Use Personal Information

Purpose and Use of Authorization

Riverside County has many agencies that can offer you help.

By signing this form, you will allow County agencies to share your information with each other to improve your experience and help the County serve you.

Your information may be used to determine your eligibility for public programs, connect you with resources, and follow up to make sure you are receiving the help you need.

Your information may also be shared to coordinate and improve services and treatment provided by County agencies and their contractors. *You will not be enrolled in programs without your permission.*

Start Here

Select your Home Agency to begin process.

Home Agency *

Choose one from the drop down list.

Complete all pages of the form by clicking NEXT or selecting the next page from tabs at the top of the form.

What Information Can Be Disclosed?

This Authorization allows disclosure of your personal information, health records, and social services records. The information may come from your health care provider, case worker, care navigator, or other contact from Riverside County or their contractors. The information shared may be written or spoken.

Select the types of information that can be disclosed by clicking the box next to the item.

I authorize disclosure of the following information and records about me:

Check all that apply.

- ☐ Basic documentation (including photo ID, IRS Form W-2, VA Form DD214)
- ☐ Demographic Information (including name, address, phone number, date of birth, social security number)

- ☐ Financial Information (including earnings, assets, health insurance)
- ☐ My enrollment in County programs (including substance-use programs, self-sufficiency programs such as CalWORKs, CalFresh, TANF, and other social service programs)
- ☐ Medical Information (including diagnoses and treatment plans)
- ☐ Education Records (including special education records, health records)
- ☐ Social Services Records (including service plan and eligibility determination packet)
- ☐ Mental Health Treatment Information
- ☐ Genetic testing information
- ☐ HIV test results
- ☐ Substance use disorder records (including alcohol and drug treatment Information)

Who May Disclose your Information?

Select the Riverside County agencies authorized to disclose your information.

I authorize the following Riverside County agencies to disclose my information to each other:

Select all that apply

- ☐ Riverside University Health System (Medical Center, Community Health Centers, Behavioral Health, Public Health)
- ☐ Riverside County Department of Public Social Services (assistance programs for food, cash, housing, health coverage such as Medi-Cal, CalFresh, CalWORKs)
- ☐ Riverside County Office on Aging (support services for seniors, people with disabilities, and their caregivers)
- ☐ First 5 Riverside County (assistance through family resource centers, access to quality childcare, home visiting, pediatric services, developmental screenings, parent support services)
- ☐ Riverside County Housing and Workforce Solutions (HWS): (Workforce Development, Housing Authority of Riverside County, Continuum of Care, Community Solutions Division, Community Action Partnership (CAP))
- ☐ Riverside County Child Support Services (helping parents and guardians to access legal rights and payments)
- ☐ Riverside County Veterans Services (access to benefits, treatment services, compensation)

- ☐ Riverside County Probation (assistance with understanding court procedures, Victim Restitution Services, outreach kiosk reporting)
- ☐ All of the Above

I also authorize the Riverside County agencies checked above to disclose my information to:

- ☐ Contractors helping to operate Riverside County programs

My Rights

- I have the right to receive a copy of this authorization.
- I have the right to tell you to stop sharing my information. I can ask you to stop sharing by mailing or personally delivering a signed, written revocation to:

**Riverside County
Office of Service Integration
3901 Lime Street,
Riverside, CA, 92501**

- If I ask you to stop sharing my information, this authorization will no longer have effect, but information may have already been shared when the authorization was in effect.
- If I do not sign this authorization, Riverside County will not deny me treatment, enrollment, or eligibility for benefits. However, the County may not be able to share my information to provide me additional help.
- Some information may no longer be protected by privacy laws once it is shared or may be shared again for permissible purposes such as treatment or health care operations.
- No one who receives substance use disorder records from my treating providers because of this authorization may use the records against me in civil or criminal proceedings.

Contact Information & Authorization

Please enter the information below.

First Name *

Last Name *

Date of Birth *

E-mail

Enter email to have a copy of this form sent to you.

Phone Number

Enter primary contact number.

Address

Street Address

Address Line 2

City

State/Province/Region

Postal/Zip Code

Country

Witness

Optional

This authorization will expire one year from date below.

Signature *

Sign

Date

Parent/Guardian/Representative

PRINT NAME: _____

Signature: _____

Date: _____

Relationship: _____

5. EXHIBIT 3: ASSESSMENT LICENSE AGREEMENT

This Assessment License Agreement ("**Agreement**") between the County of Riverside, a political subdivision of the State of California, ("**Riverside**") and TODEC Legal Center Perris ("**Licensee**") is made part of, and shall be effective upon the effective date of, the Master Agreement. Licensee and Riverside may be referred to in this Agreement individually as a "**party**" or jointly as the "**parties**." This Agreement governs the Assessment, as defined below, provided by Riverside to Licensee.

6. RECITALS

A. Riverside has developed a Whole Person Health Score Assessment (the "**WPHS**") that provides an alphabetic score representing overall health of an individual. Riverside makes the WPHS available to third parties under the terms of this Agreement.

B. Licensee desires to license access to and use of the WPHS, as further defined in this Agreement.

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement:

"**End User**" means individuals to whom Licensee uses the WPHS in making an assessment in connection with the Master Agreement.

"**WPHS**" or "**Assessment**" means the version of the Whole Person Health Score Assessment identified in Exhibit A and any updates or new releases furnished to Licensee by Riverside under this Agreement. The Assessment may be furnished in either electronic or hardcopy forms.

2. **License Grant to WPHS.** Subject to the terms of this Agreement, including Exhibit A, during the Term (as defined below), Riverside grants Licensee a limited, non-transferable, "as-is," non-exclusive license to use the WPHS in connection with rendering services to its End Users in connection with the Master Agreement. Licensee may not modify or edit the WPHS (other than for format and style) without Riverside's prior written authorization.

3. **Digital Watermarking and Other Copyright Management Mechanisms.** The WPHS constitutes valuable intellectual property of Riverside. To protect the value of that property, the WPHS may contain various mechanisms to identify and prevent copyright infringement (e.g., digital watermarking, database salting, copy protection, etc.). Licensee will not attempt to modify, circumvent, or disable these mechanisms. Any such activity will be deemed a material, non-curable breach of this Agreement. Further, removal or modification of such copyright management information may be a violation of the Digital Millennium Copyright Act.

4. **End Users.** Licensee is solely and exclusively liable for any warranties or representations made by Licensee to End Users regarding Licensee's use of the WPHS and results obtained. Further, Licensee shall contractually prohibit the End User from attempting to record, copy, or extract the WPHS from the Licensee Products.

5. **Restrictions.** Licensee may not: (i) remove, obscure, or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through the WPHS; or (ii) use the WPHS in any manner or for any purpose inconsistent with the terms of this Agreement.

6. **Intellectual Property.** The WPHS represents valuable intellectual property of Riverside. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) nor a sale of intellectual property. Riverside owns all rights, title, and interest, including intellectual property rights, in the WPHS and all enhancements, modifications, and updates thereto. Except for the express, limited license granted in this Agreement, Riverside is not granting or assigning

to Licensee any right, title, or interest, express or implied, in or to Riverside's intellectual property. Riverside reserves all rights in such property. For clarity, the term intellectual property shall also encompass any copyright applications filed by Riverside for the licensed material and any updates or revisions thereto, whether such applications are pending, granted, or rejected. Licensee acknowledges and agrees that Riverside retains all intellectual property rights, including but not limited to copyright rights, in and to the licensed material and any updates or revisions thereof, during and after termination of this Agreement.

7. Updates. From time-to-time, Riverside may furnish Licensee with updates and corrections to the WPHS that Riverside makes generally available to its other licensees without charge ("**Updates**"). All Updates are deemed included in the definition of "WPHS" and subject to all relevant terms of this Agreement.

8. Audit. During the Term, Riverside or its designee may audit Licensee's compliance with the terms of this Agreement, including the scope of the license granted herein. Licensee will reasonably cooperate with the audit. In the event an audit identifies a non-compliance with the terms of this Agreement, Licensee will promptly pay (i) the reasonable costs of the audit; and (ii) all damages suffered by Riverside.

9. Reserved.

10. Disclaimers. THE WPHS IS PROVIDED AS A CONVENIENCE TO LICENSEE, "AS IS," WITH ALL

FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. RIVERSIDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE/NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY RIVERSIDE OR RIVERSIDE'S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE RIVERSIDE'S OBLIGATIONS HEREUNDER.

THE WPHS DOES NOT RENDER HEALTHCARE ADVICE OR DIAGNOSIS. LICENSEE AND ITS PERSONNEL ARE SOLELY RESPONSIBLE FOR USING THEIR OWN PROFESSIONAL JUDGMENT IN ASSESSING THE VALIDITY AND USEFULNESS OF ANY RESULTS OR OTHER INFORMATION OBTAINED THROUGH THE WPHS.

11. Licensee Indemnity. Licensee will defend and indemnify Riverside and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, fines, sanctions, costs, and expenses (including but not limited to reasonable attorneys' fees) incurred by Riverside as a result of (i) its use of the WPHS in excess of the rights granted in this Agreement; or (ii) any claim by End User arising from use of the WPHS or the results therefrom. The specified insurance limits required in the Master Agreement shall in no way limit or circumscribe Licensee's obligations to indemnify and hold harmless Riverside from third party claims.

12. Reserved.

13. Limitations of Liability. RIVERSIDE WILL HAVE NO LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY (A) LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT AND THE WPHS; OR (B) ANY OTHER DAMAGES, WHETHER IN CONTRACT OR TORT, IN AGGREGATE IN EXCESS OF THE FEES PAID BY LICENSEE TO RIVERSIDE HEREUNDER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and Riverside's compensation hereunder reflects such allocations. The

limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

14. Term and Termination. This Agreement will be effective upon the effective date of the Master Agreement and continue thereafter until termination or expiration of all Contracts between Riverside and Licensee, as provided in the Master Agreement, ("Term"), unless earlier terminated as provided herein. Either party may terminate this Agreement upon a material breach of the other party, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.

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

County of Riverside / Lead Agency

Riverside County Children and Families Commission
585 Technology Court
Riverside, CA 92507
Attention: Charna Widby

Licensee

TODEC Legal Center Perris
234 South D Street Suite 14b
Perris, CA 92570
Attention: Luz Gallegos

Lead Agency

Riverside County Children and Families Commission
585 Technology Court
Riverside, CA 92507
Attention: Charna Widby

Obligations of Licensee. (a) Licensee is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Riverside. There shall be no employer-employee relationship between the parties; and Licensee shall hold Riverside harmless from any and all claims that may be made against Riverside based upon any contention by a third party that an employer employee relationship exists by reason of this Agreement. (b) Licensee 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 connection with 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 USC 12101 et seq.) and all other applicable laws or regulations. (c) Licensee shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of Riverside. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. (d) Licensee shall not use for personal gain or make other improper use of Riverside's 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, security records, Riverside information, or data which is not subject to public disclosure, and Riverside operational procedures. (e) Licensee certifies that it is not debarred from the United States General Services Administration's System for Award Management (SAM). Licensee must notify Riverside 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)). (f) Licensee shall comply with all applicable Federal, State, and local laws and regulations. In the event

there is a conflict between the various laws or regulations that may apply, Licensee shall comply with the more restrictive law or regulation.

Miscellaneous Provisions. Nothing in this Agreement will create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party and nothing in this Agreement shall be construed to create any agency, joint venture, or partnership. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement may not be modified, amended or in any way altered except by written amendment signed by authorized representatives of both parties. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Licensee shall be of no force or effect even if such forms or documents are accepted by Riverside. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. 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. This Agreement is governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and wholly performed within California between California residents. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in Riverside County, California, and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS AGREEMENT WILL REMAIN IN EFFECT.

7. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A: Version of WPHS

WPHS: Select version of WPHS licensed:

- ☐ Adolescent Version
☒ Adult Version

[Remainder of Page Intentionally Left Blank]

8. EXHIBIT 4: SECURITY AND PRIVACY REQUIREMENTS FOR ACCESS TO COUNTY INFORMATION SYSTEM

COUNTY and CONTRACTOR agree as follows:

1. Access to Confidential Information through County Information Systems. COUNTY agrees to provide CONTRACTOR with access to COUNTY Information Systems, which may contain Confidential Information (including, but not limited to, protected health information ("PHI"), personally identifiable information, public social services information), subject to the terms and conditions set forth in this Master Agreement. CONTRACTOR may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of the COUNTY under this Master Agreement.

2. County Issued Account Identities. (a) CONTRACTOR employees may be required to utilize and manage individual COUNTY assigned identity credentials to access COUNTY Information Systems that are managed and operated by respective COUNTY agencies. Users issued COUNTY credentials are required to comply with all COUNTY security and compliance methods, without exception, as directed by the issuing COUNTY agency, including, but not limited to, multi-factor authentication and conditional use restrictions. (b) CONTRACTOR accepts responsibility for the management of COUNTY issued accounts, including notifying respective COUNTY agencies of the onboarding and offboarding of CONTRACTOR employees assigned credentials and ensuring the completion of required User training in compliance with COUNTY Board Policies. (c) For purposes of this Exhibit 4, the terms "Users" and "User" refer to CONTRACTOR employees authorized by the COUNTY to have, and having, access to COUNTY Information Systems.

3. Protection of Confidentiality and Security of Confidential Information. CONTRACTOR agrees to protect the confidentiality and security of any Confidential Information accessed from the COUNTY in accordance with this Master Agreement. CONTRACTOR, including its Users, shall not access Confidential Information for "curiosity viewing," which includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services under this Master Agreement. CONTRACTOR, including its Users, shall not attempt to circumvent security mechanisms designed to restrict access.

4. Usernames and Passwords. CONTRACTOR, including its Users, shall not share their username, password or access device with any other person or allow anyone else to access COUNTY Information Systems under their username, password, or access device. CONTRACTOR shall notify the COUNTY immediately if CONTRACTOR becomes aware of or suspect that another person used the username, password, or device of CONTRACTOR, including its Users, to gain access to any COUNTY Information Systems.

5. Printing Confidential Information. If CONTRACTOR or its Users print Confidential Information, CONTRACTOR and Users shall protect the printed Confidential Information from any access or use not authorized by this Master Agreement, and thereafter shred (cross-cutting) such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost, the CONTRACTOR agrees to notify the COUNTY within 12 hours.

6. Auditing Compliance. CONTRACTOR agrees that CONTRACTOR's compliance with this Master Agreement may be reviewed and audited by the COUNTY and, upon request by COUNTY, CONTRACTOR will return any software or equipment to the COUNTY and/or uninstall or delete any software programs.

7.Risks and Warranties. The Parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). COUNTY will not be responsible or liable for any losses or damages related to Remote Access Risks. CONTRACTOR agrees that the COUNTY will not be liable for any direct, indirect, incidental, special, or other damages incurred by CONTRACTOR. COUNTY does not guarantee or warrant the availability of remote access of COUNTY Information Systems. COUNTY reserves the right to impose additional information security safeguards including, without limitation, software, and hardware requirements.

8.Breach Notification. CONTRACTOR shall notify the COUNTY within 12 hours of any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Master Agreement.

9.Confidentiality Concerns. When a suspicion of or actual security incident occurs involving a remote access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any COUNTY policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Master Agreement, the COUNTY, in its sole judgment and discretion, may take the following actions and any other actions as determined appropriate by the COUNTY:

- a. Suspend or terminate remote access User's access to COUNTY Information Systems;
- b. Bring legal action to enforce this Master Agreement; and/or
- c. Notify the appropriate authorities.

10. Contractor Responsibilities. CONTRACTOR shall:

- a. Require each CONTRACTOR employee who has been granted remote access to COUNTY Information Systems to sign a separate Remote Access User Agreement with the COUNTY and obtain a unique username and password. CONTRACTOR shall prohibit its employees from sharing usernames and passwords.
- b. Require each CONTRACTOR employee to complete the COUNTY's onboarding and training pre-requisites prior to accessing any COUNTY Information Systems including, but not limited to, HIPAA trainings required by the COUNTY.
- c. Agree to train its employees on the requirements of this Master Agreement and is responsible for its employee's compliance with all provisions of this Master Agreement.
- d. Notify the COUNTY Help Desk at (951) 955-9900 within 12 hours of termination of CONTRACTOR's employee. COUNTY will terminate such User's remote access upon notification.
- e. Be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) that the COUNTY incurs as a result of an unauthorized use or disclosure caused by CONTRACTOR or its Users.

[Remainder of Page Intentionally Left Blank]

Exhibit 5: HIPAA Business Associate Agreement

Addendum to Contract

9. BETWEEN THE COUNTY OF RIVERSIDE AND TODEC LEGAL CENTER PERRIS
("CONTRACTOR")

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of, 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. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**
- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities, or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule, and/or Security Rule.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1. Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2. Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

3. Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

4. De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, 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.

D. CONTRACTOR agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a “record” under the definitions in 42 C.F.R. § 2.11.

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 constitutes 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 nonbreaching 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 email and to the address 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. Business Associate shall ensure all email notifications that contain PHI are encrypted before transmitting to Covered Entity. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

10. COUNTY HIPAA PRIVACY OFFICER: HIPAA PRIVACY MANAGER

County HIPAA Privacy Officer Email: R.Compliance@ruhealth.org

County HIPAA Privacy Officer Address:

26520 Cactus Avenue,

Moreno Valley, CA 92555 County HIPAA Privacy

Officer Phone Number: (951) 486-6459

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