

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

334



**FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**SUBMITTAL DATE:**

September 14, 2010

**SUBJECT: AGREEMENT WITH ACCUVANT FOR IMPERVA CONSULTING SERVICES**

**RECOMMENDED MOTION:**

That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign and execute the attached agreement with Accuvant upon execution through August 31, 2011 for professional services in an amount not to exceed \$54,900.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

*Susan Loew*

Susan Loew, Director

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$54,900.00	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	No
Annual Net County Cost:	\$ 0.00	For Fiscal Year:	10-11

**SOURCE OF FUNDS:**

Federal Funding: 52.34%	State Funding: 47.66%	County Funding: 0%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
Realignment Funding: 0%	Other Funding: 0%		Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY: *Debra Courmoyer*  
Debra Courmoyer

**County Executive Office Signature**

Dept't Recomm.:  Consent  Policy   
Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.:

District: All

Agenda Number:

3.24

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL BY NEAL R. KIPNIS DATE PURCHASING: Mark Seiler, Assistant Director, County Purchasing Department  
 RCIT Anna P. Johnson, CTO, Strategic Technology

TO: BOARD OF SUPERVISORS

DATE: September 14, 2010

SUBJECT: AGREEMENT WITH ACCUVANT FOR IMPERVA CONSULTING SERVICES

**BACKGROUND (Continued):**

On April 12, 2010, Request for Quotation (RFQ) DPARC-173 was released to solicit bids to provide Imperva Database Activity Monitoring appliances. The Imperva appliance logs whenever a database is accessed on DPSS's network, including who accessed the data, when it was accessed and what changes to the data were made. This is necessary to protect personal identifiable information (PII). DPSS has been tasked to ensure the privacy and security of PII data through an agreement with the Department of Health Care Services (DHCS). DHCS entered into a data sharing agreement with the Social Security Administration from which the PII data requirement originate.

An invitation to bid was sent on April 12, 2010 to 13 vendors authorized by Imperva as resellers and was advertised on the County Purchasing Website.

The County received a single bid from Accuvant. As a result of receiving a single bid, DPSS contacted the other vendors to whom the solicitation was sent. Their uniform response was that it was in requesting pricing from Imperva, it was apparent that Accuvant was in a position to offer a deeper discount than other vendors. Therefore none of the other vendors submitted bids.

The price quoted by Accuvant reflects a 30% discount off Imperva's list price and 26% discount off Imperva's federal GSA pricing.

Under this contract, Accuvant will implement Imperva products to monitor MS-SQL 2008 and Oracle databases for PII data. Accuvant will also provide training to DPSS staff and provide an annual system check-up.

**CONCUR/EXECUTE** – County Purchasing/ County Counsel/ County Information Technology

**ATTACHMENT** - Sole Source Justification

SL:bt

Date: September 9, 2010  
From: Susan Loew, Director of the Department of Public Social Services  
To: Board of Supervisors  
Via: Purchasing Agent  
Subject: Request for a Sole Source Procurement

The below information is provided in support of the Department of Public Social Services requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a sole source.

Supply/Service being requested:  
Imperva Database Activity Monitoring Appliance Implementation Services

Supplier being requested:  
Accuvant

Alternative suppliers that can or might be able to provide supply/service:  
There are at least 13 authorized resellers of Imperva goods and services. We have been unable to locate other products.

Extent of market search conducted:  
RFQ DPARC-173 was sent on April 12, 2010 to 13 vendors authorized by Imperva as resellers and was advertised on the County Purchasing Website. We received a single bid from Accuvant.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:  
Accuvant is an authorized reseller of Imperva goods and services. As such, they are capable of providing DPSS with a successful implementation of these appliances. Two other brands of software, Idera and Hedgehog were investigated and found not to meet the needs, are more expensive and require an additional 1800 to 2500 labor hours of encoding.

Reasons why the Department of Public Social Services requires these unique features and what benefit will accrue to the county:  
The Imperva Database Activity Monitoring appliances and their implementation are necessary for DPSS to be in compliance with Medi-Cal PII. DPSS has been tasked to ensure the privacy and security of personal identifiable information (PII) data through an agreement with the Department of Health Care Services (DHCS). DHCS entered into a data sharing agreement with the Social Security Administration from which the PII data requirement originate. Part of the audit controls we are required to have in place include logging all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors), recording data access for specified users when requested by authorized management personnel and logging of all system changes shall be maintained and be available for review by authorized management personnel. The Imperva appliances will accomplish these tasks. Accuvant will implement and configure the appliances to best meet our needs.

Price Reasonableness:

Accuvant's price of \$54,900 reflects a 30% discount off Imperva's list price and 26% discount off Imperva's federal GSA pricing.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No.

Susan Fow

Department Head Signature

9-13-10

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

[Signature]  
Purchasing Agent

9-14-10

Date

**Riverside County Department of Public Social Services**

Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

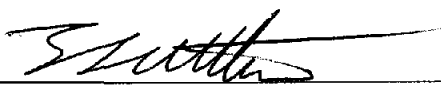
SERVICES CONTRACT: AA-01936  
 CONTRACTOR: Accuvant  
 CONTRACT TERM: Upon execution through August 31, 2011  
 MAXIMUM REIMBURSABLE AMOUNT: Not to Exceed \$54,900.00

**WHEREAS**, the Department of Public Social Services hereinafter referred to as DPSS, desires to contract to implement an Imperva database activity monitoring solution;

**WHEREAS** Accuvant is qualified to provide said services:

**WHEREAS**, DPSS desires Accuvant, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

**NOW THEREFORE**, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

<b>Authorized Signature for County:</b>	<b>Authorized Signature for Accuvant:</b> 
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Edward Wittman
Title: Chairman	Title: Vice President of Operations
Address: 4080 Lemon St Riverside, CA 92501	Address: 1125 17th Street, Suite 1700 Denver, CO 80202
Date Signed:	Date Signed: 9/9/2010

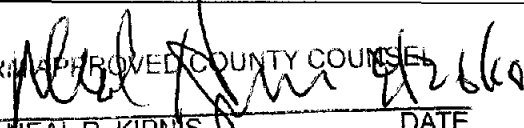
FOR APPROVED COUNTY COUNSEL  
 BY   
 NEAL R. KIPNIS DATE

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- Exhibit A - Deliverable Sign Off
- Exhibit B - Change Order Request
- Exhibit C - Milestone Payment Schedule
- Exhibit D - DPSS 2076A
- Exhibit E - Riverside County Board of Supervisors Policy D-1

**CONTRACT TERMS AND CONDITIONS**

**I. DEFINITIONS**

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. "CSV" refers to comma-separated values.
- C. "MS-SQL" refers to MicroSoft Structured Query Language.
- D. "PII" refers to refers to Personally Identifiable Information that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**II. PROJECT OBJECTIVES**





- A. The objective of this project is to implement Imperva products to monitor 15 MS-SQL 2008 and Oracle database instances for PII data. DPSS must track all data that has PII data including which data was accessed and which users accessed this data. Additionally, DPSS will monitor all access to PII data and output results via a CSV format for possible future input into an external database. Imperva products will be used to monitor database transactions that contain PII data. Imperva professional service will create custom rules to prevent access as defined by Riverside County. Finally Imperva professional services will create a consulting report of all configuration changes and modifications made to the Riverside County's SecureSphere environment. The Imperva products and services are not guaranteed to prevent all unauthorized access.
- B. This contract also provides for the purchase of Imperva's DAM/DBF Remote Health Check package. Imperva's Health Checks for SecureSphere Database Activity Monitoring (DAM) and Database Firewalls (DBF) enable rapid tuning of the SecureSphere deployment. The Remote SecureSphere Health Check program includes a remote assessment of the security and audit policies, profiles and alerts followed by custom tuning.

**III. PROJECT DELIVERABLES**

All deliverables will be reviewed and accepted by the assigned County Project Manager. The deliverables are listed in the following table:

- A. For the implementation of the Imperva Database Activity Monitoring appliance, the following deliverables will be met:

	Acceptance Criteria
<p>The Contractor will build a project plan and dependencies to ensure successful implementation. The Contractor will discuss the various implementation methods; and provide pros and cons based on DPSS requirements and environment.</p> <p>The Contractor will create a final plan, detailing what the final result and the steps needed to attain that objective.</p>	<p>Acceptance of Project plan by DPSS.</p>

<p>The Contractor will install Database agents to ensure forwarding of both local and remote database traffic. This task requires the installation of a self signed certificate for each MS-SQL 2008 server, installation of the database agent on each physical server, and configuration for each Database Activity Monitoring (DAM) gateway and overall configuration at the Management Server (MX).</p>	<p>Demonstration that database agents are installed and functioning.</p>
	
<p>The Contractor will tune SecureSphere™ Database Activity Monitoring Profile for up to fifteen database instances and based on the discovery of database accounts and access. The Contractor will group users into specific categories to track access.</p>	<p>Demonstration the tuning has been completed.</p>
	
<p>The Contractor will tune the SecureSphere™ Database Activity Monitoring alerts. The Contractor will make changes to the Profile by applying sensitive table parameters and grouping database users to effectively utilize the profile. The Contractor will tune alerts by applying exceptions to violations and create custom rules to manage the alerts. Notifications will be created to alert via e-mail and/or SIEM integration for any security policy violations</p>	<p>Demonstration the tuning has been completed.</p>
	
<p>The Contractor will tune the SecureSphere™ Database Activity Monitoring Audit Data for up to fifteen database instances. The Contractor will recommend audit rules based upon the discovery of databases and activity. The Contractor will make changes to audit rules to minimize queries based upon relevance and to prevent duplication.</p>	<p>Demonstration the tuning has been completed.</p>
	
<p>The Contractor will create and customize reports for both Data Activity Monitoring (DAM) security events as well as DAM audit data. Steps include building criteria of report output and configuration of</p>	<p>Demonstration the reports have been customized and are functioning.</p>



<p>delivery method via email or external environment. Additional work includes building a procedure to export audit data via CSV file for future input into an alternate database.</p>	
<p>The Contractor will document in the Consulting Report modifications to the SecureSphere™ Database Activity Monitoring Profile and alerts. The consulting report will also document any open support issues and feature requests Contractor will demonstrate steps how to perform discovery, profile remediation, and audit policy tuning steps that were accomplished and applied at the DPSS environment.</p>	<p>Acceptance of the Knowledge Transfer Document and Consulting Report by DPSS.</p>
<p>The Contractor will provide three days of instructor led SecureSphere Database Security training on site at DPSS for a maximum of 10 DPSS staff. Training materials will be included in the training</p>	<p>Confirmation by that three days of training have been provided</p>

B. For the Remote Health Check Package, the Contractor shall:

<p>a. Assessment - The Contractor will assess the SecureSphere profiles, policies and alerts. For SecureSphere DAM Remote Health Checks, the audit policies and data will be examined for duplication and relevance</p>	<p>Acceptance of the Tuning Summary Report by DPSS.</p>
<p>b. Tuning Profiles and Alerts - The Contractor will tune the SecureSphere profiles by applying patterns and creating plug-ins to effectively utilize the profiles. The consultant will also tune alerts by applying exceptions to violations, and create custom rules and followed actions to manage the alerts.</p>	
<p>c. Tuning Security and Audit Policies - The Contractor will create and tune the SecureSphere security and audit policies. Security policies are optimized to protect against various types of attacks and unauthorized access. Audit policies</p>	

	(available with SecureSphere DAM and DBF) are optimized to minimize the amount of audit data stored based on relevance and the ability to reduce data duplication. The consultant can also assist in the creation of custom audit reports.	
d.	Monitoring SecureSphere Alerts -The Contractor will monitor the SecureSphere alerts to verify proper application of the tuning. The consultant will identify further false positives and profile anomalies and perform the necessary steps to optimize the SecureSphere configuration.	
e.	Tuning Summary Report- The Contractor will provide documentation of the modifications made to the SecureSphere profile and alerts, including a description of how tuning was accomplished. The consultant will also provide recommendations for next steps.	

#### IV. ACCEPTANCE OF DELIVERABLES

- A. The County shall have a period of ten (10) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the County in writing of the completion of the Deliverable, using the Deliverable Sign Off Document (Exhibit A). The Contractor agrees that the Acceptance Period for a Deliverable shall begin when Contractor receives from the assigned County Project Manager a written receipt for such Deliverable. At any time within the Acceptance Period, the County shall:
1. Provide to the Contractor a signed copy of the Deliverable Acceptance Sign Off Document or;
  2. Provide written notice of Non Acceptance with reasonable written comments to Contractor regarding the deficiencies of the Deliverable(s). If changes or modifications are required by the County as evidenced by the Non Acceptance notification, Contractor shall have ten (10) business days to correct the deficiency noted therein and resubmit the Deliverable to the County beginning a new Acceptance Period. This process shall not exceed two cycles.
- B. All Deliverables will be delivered both electronically and in paper form to the County in English, unless otherwise specified in the Statement of Work. The County will deliver to Contractor all documents, studies, and materials in English, unless otherwise specified in the Statement of Work. All electronic documents will use the Microsoft suite of products, including, but not limited to Word, Excel, PowerPoint, Project, and Visio Pro. Signature pages may be delivered using Adobe PDF.
- C. The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following ("Acceptance"):
1. The County submits to the Contractor the Deliverable Sign Off Document or;
  2. The County fails to notify Contractor within the Notice Period described above.

## V. CHANGE ORDERS

Either party may propose a change order to this Agreement. Change orders affecting this agreement will not be effective until reviewed and approved in writing by Contractor and the County and made part of the Agreement as an addendum. Change orders will be requested using the Change Order Document (Exhibit B). Contractor will submit to the County an analysis of how the County's proposed changes will affect the current work in terms of schedule and cost estimates. The County will be under no obligation to accept the cost estimates for the proposed changes. However, if the parties agree to any proposed changes, such changes shall become binding on the parties only through an Amendment to this Agreement signed by both parties. In no event shall Contractor be required to perform additional work under this Agreement, or the County is required to pay for additional work performed under this Agreement without prior written authorization in accordance with this paragraph.

## VI. DPSS RESPONSIBILITIES

- A. DPSS will assign DPSS staff to be responsible for the following roles and responsibilities:
  1. Project Manager responsible for:
    - a. Overall planning in coordination with the Contractor project manager.
    - b. Managing day-to-day project.
  2. Subject Matter Experts responsible for providing Riverside County business expertise as requested.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. DPSS will be responsible for scheduling, availability, quality and timeliness of work its resources perform.
- D. DPSS will provide the environment, equipment, access to resources, and certain activities required to facilitate Contractor's ability to deliver these requirements. These responsibilities include the following:
  1. Access to the County information and resources;
  2. Security access badges and clearance for appropriate the County facilities where Contractor will be expected to work on this project

## VII. CONTRACTOR RESPONSIBILITIES

### A. SCOPE OF SERVICE

1. The Contractor shall use its best efforts to ensure that personnel are not removed or reassigned during the term of the contract. Should the Contractor be required to change personnel identified in paragraph VI.A.1, the Contractor will notify the County at least two (2) weeks prior to the change.
2. The contractor shall perform the tasks and deliverables listed in paragraph II "Project Objectives" and paragraph III "Project Deliverables."

### B. FISCAL

#### 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$54,900.

#### 2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of the invoice for payment as outlined in the Milestone Payment Schedule (Exhibit C) that is accompanied by a Deliverable Sign Off Document signed by the County for each required deliverable. If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS.



- b. The Contractor shall submit DPSS Forms 2076A (Exhibit D) following the instructions set forth on the "Instructions for Form 2076A." Exhibit D is attached hereto and incorporated herein by this reference for request of all payments.
- c. The Contractor shall be paid for travel and expenses following the funding limitations as stated in the County of Riverside Board of Supervisors Policy D-1 attached as Exhibit E. All expenses must have original receipts to accompany the billing document. If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS
- d. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

#### C. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

#### D. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to charges and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records with respect to charges for time and materials, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

#### E. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

#### F. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

#### G. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

#### H. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

#### I. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### J. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

#### K. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives to the extent arising out of Contractor's negligent or intentional performance of 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 negligent or intentional performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

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

#### L. INSURANCE

1. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(a) Worker's Compensation:

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

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and

cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this 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 \$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. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

2. General Insurance Provisions – All lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this 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 selfinsured retention as respects 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.
- (c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (d) 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.



- (e) 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 scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of 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 coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (g) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (h) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

#### M. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

#### N. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

#### O. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

#### P. PERSONNEL

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include all staff who work full or part-time positions by title, including volunteer positions; a brief description of the functions of each position and hours each position worked; and the professional degree, if applicable and experience required for each position.

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

**Q. SUBCONTRACT FOR SERVICES**

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder.

**R. DEBARMENT AND SUSPENSION**

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 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. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES**

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

**T. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)**

The Contractor in this Agreement is subject to 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 laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services  
 HR/Administrative Compliance Services Unit  
 10281 Kidd Street  
 Riverside, CA 92503  
 (951) 358-3030

## U. LOBBYING

The contractor agrees that it will not expend any Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions:

1. The awarding of any Federal contract;
2. The making of any Federal Grant;
3. The making of any Federal loan;
4. The entering into of any cooperative agreement; and
5. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement covered by 31 U.S.C. 1352.

## VII. GENERAL

### A. EFFECTIVE PERIOD

This Contract is effective upon execution through August 31, 2011.

### B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

#### DPSS:

Deliverables, Deliverable Sign Offs, Change orders, and other project related material:

Department of Public Social Services  
Information Technology  
Attn Cindy Glenn  
4060 County Circle Dr  
Riverside CA, 92503

Invoices and other financial documents:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

Contracts, insurance and other administrative documents:

Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

#### CONTRACTOR:

Accuvant, Inc.  
1125 17th Street, Suite 1700  
Denver, CO 80202  
Attn: VP, Operations

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail or other commercial mail carrier.

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

E. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

- a. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
- b. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
- c. Withhold funds pending a cure of the breach; and/or
- d. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

H. TERMINATION

This contract shall automatically renew annually, unless cancelled by the County. This contract can be cancelled without cause upon thirty (30) day written notice.

I. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

**Deliverable Sign-off Document**

**Exhibit A**

<b>Project Information</b>		
<b>Dept.</b>	<b>Project:</b>	
<b>Project Manager: County Project Manager</b>		<b>Ext:</b>
<b>SOW: SOW Reference</b>		
<b>Project Deliverable Description</b>		
<b>Due Date:</b>	<b>Deliverable#:</b>	
<b>Deliver to:</b>		
<b>Resource(s) Responsible:</b>		
<b>Deliverable Description:</b>		
<b>Deliverable Approval</b>		
<b>Approval Signatures:</b>	<b>Date:</b>	<b>Comments:</b>
<b>Contractor</b>		
<b>Project Coordinator</b>		
<b>Project Sponsor</b>		
<b>Non Acceptance of Deliverable</b>		
<b>Signatures:</b>	<b>Date:</b>	
<b>Project Coordinator</b>		
<b>Project Sponsor</b>		
<b>Reason for Non Acceptance</b>		

Please return to:  
 Department of Public Social Services  
 Information Technology  
 Attn Cindy Glenn  
 4060 County Circle Dr  
 Riverside CA, 92503

### CHANGE ORDER REQUEST

Project:		
Change Name:		
Requested by:		DATE:

**Requested Change**

Description	
Change Urgency	<i>[High, Medium, or Low and the reason]</i>
Reason for Change	<i>[New requirement, design change, etc.]</i>

**Impact**

Risk to Schedule	<i>[Note the risk to the schedule if do or do not do the change.]</i>
Impact on Cost or funding	
Risk to Client/ Business	
Risk of NOT doing change	

**Risks**

Risk	Risk Management Action

**EXHIBIT B (p.2 of 2)**

**Steps to Implement Change**


**Approvals**

	Signature	Date
<b>Project Coordinator</b>		
	Signature	Date
<b>Project Sponsor</b>		

## MILESTONE PAYMENT SCHEDULE

Milestone Description	Payment
<b>Milestone #1 Implementation of Imperva Database Activity Monitoring appliance (Deliverables A.1 -A.7)</b>	\$25,200
<b>Milestone #2 Training (Deliverable A.8)</b>	\$10,800
<b>Milestone #3 DAM/DBF Remote Health Check Package (Deliverable B)</b>	\$10,800
<b>Travel and expenses</b> The Contractor shall be paid for travel and expenses following the funding limitations as stated in the County of Riverside Board of Supervisors Policy D-1 attached as Exhibit E. All expenses must have original receipts to accompany the billing document. If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS.	Not to exceed \$8,100.00



COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit D

To: Riverside County  
Department of Public Social Services  
4060 County Circle Drive  
Riverside, CA 92503

Remit to Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contract Number \_\_\_\_\_

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20\_\_\_\_

Select Payment Type(s) Below:

Advance Payment \$ \_\_\_\_\_  
(if allowed by Contract/MOU)

Actual Payment \$ \_\_\_\_\_  
(Same amount as 2076B if needed)

Unit of Service Payment \$ \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date



Business Unit (5) \_\_\_\_\_ Purchase Order # (10) \_\_\_\_\_ Invoice # \_\_\_\_\_  
Account (6) \_\_\_\_\_ Amount Authorized \_\_\_\_\_  
Fund (5) \_\_\_\_\_ If amount authorized is different from amount request, please explain:  
Dept ID (10) \_\_\_\_\_  
Program (5) \_\_\_\_\_ Program (if applicable) \_\_\_\_\_ Date \_\_\_\_\_  
Class (10) \_\_\_\_\_ Management Reporting Unit \_\_\_\_\_ Date \_\_\_\_\_  
Project/Grant (15) \_\_\_\_\_ Contracts Administration Unit Date \_\_\_\_\_  
Vendor Code (10) \_\_\_\_\_ General Accounting Section \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS**

**Mailing Instructions:** When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

**Mail Claims Packet to address shown on upper left corner of DPSS 2076A.**

*[see method, time, and schedule/condition of payments].*

*(Please type or print information on all DPSS Forms.)*

**DPSS 2076A**

**CONTRACTOR PAYMENT REQUEST**

**"Remit to Name"**

The legal name of your agency.

**"Address"**

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

**"Contractor Name"**

Business name, if different than legal name *(if not leave blank)*.

**"Contract Number"**

Can be found on the first page of your contract.

**"Amount Requested"**

Fill in the total amount and billing period you are requesting payment for.

**"Payment Type"**

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

**"Any questions regarding..."**

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

**"Authorized Signature, Title, and Date (Contractor's)"**

Self-explanatory (required). **Original Signature needed for payment.**

**EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.**

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

**Policy**

**Subject: Number Page**

**REIMBURSEMENT FOR GENERAL TRAVEL  
AND OTHER ACTUAL AND NECESSARY EXPENSES D-1**

**Policy:**

**1. Scope**

It is the purpose of this policy to establish procedures and standards for reimbursement of necessary and actual expenses incurred by county officers, employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because of performance of official county business. For the purposes of this policy, elected officials shall be considered department heads. Each department head is charged with the responsibility of authorizing, including determining the necessity for and method of travel, trips, and other necessary expenses which do not specifically require authorization by the Board of Supervisors or the Executive Officer, with due regard for minimizing costs.

A department head may be held personally liable for any costs incurred by members of his/her department if the department head has authorized the travel, but such travel is not permitted by these regulations or the manager is negligent in exercising prudent control. The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to be not in conformance with this policy. The Executive Officer shall have the authority to approve the payment of the claim if there is lack of certainty regarding the application of the policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition.

Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance upon, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business. Reimbursement for such expenses is subject to the provisions of this policy and Government Code sections 53232.2 and 53232.3.

Members of county legislative bodies may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties for the legislative body. Reimbursement for such expenses is subject to the provision of this policy and Government code sections 53232.2 and 53232.3. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the following:

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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**REIMBURSEMENT FOR GENERAL TRAVEL  
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1. Communicating with representatives of regional, state and national government on county adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state, and national organizations whose activities affect the county's interests;
4. Attending county events;
5. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
6. Attending meetings for which a meeting stipend is expressly authorized. All expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisor is required to make a public report (see section 12).

**2. Lodging**

Actual cost for lodging, not to exceed \$159 inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities (e.g., San Francisco, New York, Washington D.C.) actual cost not to exceed \$239 is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head with employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of the booking.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county).

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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**REIMBURSEMENT FOR GENERAL TRAVEL  
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Only the single occupancy rate may be claimed for the reimbursement except a multiple occupancy rate may be claimed when county employees share, when appropriate, a room. Extended lodging may be approved if the cost of extended lodging is less than return travel expenses without the extended stay.

**3. Meal Expenses**

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment **that requires an overnight stay away from home.**

- a. The maximum reimbursement for meals is \$10, \$15, and \$25 for breakfast, lunch and dinner respectively, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed. The maximum reimbursement for meals in high cost cities is \$15, \$20, and \$30 for breakfast, lunch and dinner respectively, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed.
- b. An employee reimbursement claim is based on actual (not to exceed maximum) cost. Meal maximums may not be aggregated to create a daily maximum.
- c. Reimbursement for meals may exceed the maximum amounts for breakfast, lunch, dinner, or banquet only if the meal is organized by a non-county entity where the established price of the meal usually includes facility, speaker, or other costs. A written statement explaining the necessity for incurring such expense and documentation (e.g. flyer or brochure) must be submitted with an employee reimbursement claim.
- d. Where the cost of a meal is included as part of a registration charge or fee, no employee reimbursement may be claimed for that meal.
- e. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for lunch shall be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for a person to provide their own meal (e.g. when attending a non-county sponsored conference, non-county sponsored training course, or other special situations which may be considered on a case-by-case basis). Travel to a temporary worksite does not qualify for meal reimbursement.
- f. No reimbursement shall be made for alcoholic beverages of any kind.

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

**Policy**

**Subject: Number Page**

**REIMBURSEMENT FOR GENERAL TRAVEL  
AND OTHER ACTUAL AND NECESSARY EXPENSES D-1**

**4. Public Transportation**

Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. The county's designated travel agent should be used for booking air transportation or rental cars. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Coach class airfares should be used if such seating is available. Airline government and group rates must be used when available. County group purchased air coupons should be used if available.

Flight insurance is covered in Policy D-5. Claims for payment or employee reimbursement shall be accompanied by a receipt or other voucher for common carrier expense.

**5. Rental Cars**

If available, a county issued corporate rental vehicle card shall be used for all travel requiring the use of a rental vehicle. Government and group rates must be used when available. Actual costs evidenced by a receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts obtained for the purchase of tax for the rental vehicle.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), as the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3530 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. The employee must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

**6. Private Automobile**

Reimbursement for use of a private vehicle shall be allowed upon authorization of the department head, Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is to be the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such rate.

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

**Policy**

**Subject: Number Page**

**REIMBURSEMENT FOR GENERAL TRAVEL  
AND OTHER ACTUAL AND NECESSARY EXPENSES D-1**

If an employee is required to use the employee's personal vehicle while in the course and scope of employment, the employee must, prior to using said vehicle, do the following:

- A. Complete the "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use a personal vehicle which must be approved by the department head. County shall confirm that each employee with an approved Form 30 has a valid driver's license.
- B. Insure the vehicle to the minimum limits required by the State of California, or if registered/licensed out of state, equal to or greater than the limits required by the State of California. In addition, employees must have their policies of automobile liability insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the county does not assume responsibility for any physical damage to an employee's personal vehicle.
- C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of county business is expressly prohibited, with the exception of Sheriff's Department sworn personnel.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare plus related subsistence and surface common carrier expenses. Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Employees must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

#### **7. Private Aircraft**

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

**Policy**

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**8. Miscellaneous Expenses**

Miscellaneous expenses, including charges for business telephone calls, fax service, e-mail services, telegrams, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed.

A satisfactory explanation of the circumstances may be required for expenditures that are large or unusual. An employee reimbursement for actual miscellaneous expenses, except for telephone, fax, e-mail services, and telegrams, shall be accompanied by an original receipt or other original voucher. Personal telephone calls shall not be reimbursed.

**9. Special Provisions for County Employees on Indefinite Assignments**

When approved by the department head and Executive Officer, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

- A. Standard reimbursements as provided herein (or limited by program provisions); or
- B. Commuter model compensation:

- Meals: \$50.00 per day or portion thereof in travel status
- Lodging: \$1,500 per month (prorated at \$50.00 per day)
- Transportation Allowance: \$600 per month (Parking, Car Rental, etc):

Under the commuter model, no receipts or records are required by the county. However, the employee must substantiate deductible expenses on his/her personal tax return.

No tax deduction is allowed by IRS if assignment is expected to exceed one year. The "commuter model compensation" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

C. Relocation model – reimbursement for relocation expenses pursuant to existing county policy of up to 15% of current pay or \$7,500, whichever is greater. Employees who fail to complete at least 18 months of indefinite assignment, will be required to repay the county based on the following schedule:



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1. Termination within twelve (12) months of hire date 100% of paid relocation expenses.
2. Termination after twelve (12) months from hire date, but less than eighteen (18) months, pro-rata percentage of paid relocation expenses (calculated at month end):
  - a. Twelve (12) Months – 86% of paid relocation expenses
  - b. Thirteen (13) Months – 72% of paid relocation expenses
  - c. Fourteen (14) Months – 58% of paid relocation expenses
  - d. Fifteen (15) Months – 44% of paid relocation expenses
  - e. Sixteen (16) Months – 30% of paid relocation expenses
  - f. Seventeen (17) Months – 16% of paid relocation expenses
3. No repayment is required after eighteen (18) months of employment (19<sup>th</sup> month of employment).

**10. Travel Authorization**

Reimbursement for travel expenses requires prior authorization as follows, unless approved by the Board of Supervisors in the departmental budget:

A. By County Executive Officer:

All travel wherein the estimated total cost (including transportation, lodging, and meals) is \$1,000 or more per person.

B. By Department Head:

All travel wherein the estimated total cost (including transportation, lodging and meals) is less than \$1,000 per person.

**11. Use of Claim Form**

Employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, normally no later than the end of the month following that in which the travel and/or other necessary expenses occurred. Commuter model compensation and relocation model compensation will be processed as additional pay, and no other form will be required. Receipts are required for reimbursement of any amount. All claim forms and associated documents related to reimbursable county expenditures are considered public records, which are subject to disclosure under the California Public Records Act {Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1}.

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**12. Reports**

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body.

**13. Penalties**

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in Government Code section 53232.4.

**Reference:**

Minute Order dated 01/21/75

Minute Order 3.3 of 04/29/97

Minute Order 3.3 of 10/16/01

Minute Order 3.8 of 04/08/03

Minute Order 3.7b of 05/02/06

Minute Order 3.3 of 04/10/07