

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

980



FROM: Department of Public Social Services

SUBMITTAL DATE:
 June 21, 2016

SUBJECT: Approval of new Agreements with various Subsidized Partners for Subsidized Employment Program and Amendments to various Agreements as listed on Attachment A, [All Districts; [\$2,100,000]; [\$700,000.00 annually](to be allocated 07/01/2016-06/30/2017 with 2 one-year terms); Federal 100%],

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Authorize DPSS to use Federal Funds to continue with the placement of CalWORKs participants in a Subsidized Employment program; and
2. Authorize the Director of DPSS to execute the amendments listed on (Attachment A) and;
3. Authorize the Director of DPSS to enter into Agreements with unidentified vendors using the Subsidized Employment program Agreement Template (Attachment B) and;
4. Authorize the Director of DPSS or Assistant Director of DPSS, to sign subsequent amendments that do not change the substantive terms of the agreement not to exceed the approved amount of \$2,100,000.

[Signature: Susan von Zabern]
 Susan von Zabern
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 700,000	\$ 700,000	\$ 2,100,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$	
SOURCE OF FUNDS: Federal Funding: 100% State Funding: 0%; County Funding: 0%; Realignment Funding: 0%; Other Funding: 0%				Budget Adjustment: No	
				For Fiscal Year: 16-17	

C.E.O. RECOMMENDATION:

APPROVE
[Signature: Jennifer L. Sargent]
 BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

3-52

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

FORM 11: : Approval of new Agreements with various Subsidized Partners for Subsidized Employment Program and Amendment to various Agreements as listed on Attachment A, [All Districts; [\$2,100,000]; [\$700,000 annually](to be allocated 07/01/2016-06/30/2017 with 2 one-year terms); Federal 100%]

DATE: June 21, 2016

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BACKGROUND:

Summary

Assembly Bill 74, passed by the State Legislature in 2013, contains funding for several enhancements to the Welfare-to-Work program. These enhancements were put in place in response to legislative changes in 2012 (Senate Bill 1041), which created a new 24-month time limit for Welfare-to-Work services. Due to the shorter time frame for customers to receive services, the Legislature identified the need to more quickly and effectively engage customers in activities that will lead to employment and self-sufficiency. One of the new early engagement strategies is the Expanded Subsidized Employment program.

DPSS developed a comprehensive Subsidized Employment Program that included partnerships with private, non-profit, and public employers to provide our clients with tangible and relevant work experience. Participants were placed with local employers and paid hourly for their work. In addition to assisting our customers to secure permanent employment, this program helped stimulate the local economy through job development and expanded the programs available for our customers to fulfill federal work participation requirements.

For FY 14/15, the Subsidized Employment program had the following outcomes:

Clients placed in subsidized employment: 221

Clients transitioned to unsubsidized employment: 103 (46.6%)

Clients still on Subsidized assignments (extended beyond 6 months): 59 (26.7%)

Client combined retention rate: 73.3%

In FY 15/16, DPSS has placed 292 customers so far, which includes Riverside County Departments: Human Resources Temporary Assistant Program (TAP) with 123 assignments, and 32 with the Economic Development Agency Workforce Development Program; giving DPSS a total of 513 placements since the implementation of the Subsidized Employment program. In order to ensure that the Subsidized Employment Program continues, DPSS respectfully requests the contracts be extended based on the following recommendations on Attachment A.

DPSS will also continue to enter into Agreements with business partners from various business industries using the Subsidized Employment Agreement Template (Attachment B). No single Agreement with any business partner will exceed \$100,000 annually.

Impact on Residents and Businesses

These programs provide much needed assistance to individuals or families who are currently in the Welfare-to-Work Program and valuable services to the business community.

SUPPLEMENTAL:

Additional Fiscal Information

AB 74 Expanded Subsidized Employment Fiscal Year 2015/2016 Allocation for Riverside County: \$6.3 million.

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

FORM 11: : Approval of new Agreements with various Subsidized Partners for Subsidized Employment Program and Amendment to various Agreements as listed on Attachment A, [All Districts; [\$2,100,000]; [\$700,000 annually](to be allocated 07/01/2016-06/30/2017 with 2 one-year terms); Federal 100%]

DATE: June 21, 2016

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Price Reasonableness

Participants will be paid prevailing wages at the going rate that the supervising organization typically pays workers who perform that job function and in accordance with local Area Wage Determination found under the Department of Labor website <http://www.wdol.gov/dba.aspx>. The services under these Agreements are reimbursed using federal funds and cannot be used for permanent positions or to displace current regular employees of an employer.

Attachment A

Contract #	VENDOR NAME	MRA	Start Date	End Date	Option Years
CW-03013-04	Alternatives to Domestic Violence	\$18,000.00	7/1/2016	6/30/2017	2
CW-02866-06	Angel View Inc.	\$60,000.00	7/1/2016	6/30/2017	2
CW-02983-04	BYPD Inc. DBA - The Broken Yolk	\$20,000.00	7/1/2016	6/30/2017	2
CW-02863-05	Charlee Family Care, Inc	\$20,000.00	7/1/2016	6/30/2017	2
CW-02964-04	Community Center for Healthy Minds	\$9,000.00	7/1/2016	6/30/2017	2
CW-03072-04	Desert ARC	\$5,000.00	7/1/2016	6/30/2017	2
CW-02978-04	Desert Cremation Society	\$11,000.00	7/1/2016	6/30/2017	2
CW-03255-02	Food in Need of Distribution, dba FIND Food Bank	\$5,000.00	7/1/2016	6/30/2017	2
CW-03009-04	Phenix Salon Suites	\$10,000.00	7/1/2016	6/30/2017	2
CW-02925-05	Right-at-Home-LLC	\$18,000.00	7/1/2016	6/30/2017	2
CW-02924-05	The Cathedral Center	\$6,000.00	7/1/2016	6/30/2017	2
CW-03254-03	Valley Resource Center Inc. dba Exceed	\$30,000.00	7/1/2016	6/30/2017	2

ATTACHMENT B
 Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

SERVICES AGREEMENT: CW-TBD
 CONTRACTOR: TBD
 AGREEMENT TERM: July 1, 2016 – June 30, 2017
 MAXIMUM REIMBURSABLE AMOUNT: \$TBD

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Subsidized Employment Services:

WHEREAS, TBD is qualified to provide Subsidized Employment Services:

WHEREAS, DPSS desires TBD 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 and exhibits attached hereto and incorporated herein, hereinafter referred to as Agreement.

Authorized Signature for County:	Authorized Signature for TBD
Printed Name of Person Signing: Sandy Hecker	Printed Name of Person Signing: TBD
Title: Procurement Contract Specialist	Title: TBD
Address: 10281 Kidd St. Riverside, CA 92503	Address: TBD
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY: Eric Stopher DATE: 6/18/16
 ERIC STOPHER DATE

**ATTACHMENT B
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List of Exhibits

- Exhibit A – Subsidized Employment Position Description
- Exhibit B – Plan 109 referral
- Exhibit C- GAIN Payment Voucher
- Exhibit D - Monthly Performance Evaluation
- Exhibit E- DPSS Forms 2076A
- Exhibit F - Timesheet Template
- Exhibit G – Payroll Register Example
- Exhibit H – Assurance of Compliance
- Exhibit I - HIPAA Business Associate Agreement

ATTACHMENT B
Agreement TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CalWORKs" refers to California Work Opportunity and Responsibility to Kids.
- B. "Contractor" refers to the contract company TBD, its employees, agents and representatives performing services under this Agreement used in conjunction with the performance of the Agreement.
- C. "COUNTY" refers to the County of Riverside and its Department of Public Social Services (DPSS). For purposes of this Agreement, DPSS and County are used interchangeably.
- D. "Customers" refers to CalWORKs customers.
- E. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- F. "WTW" refers to California's Welfare to Work (WTW) program designed to assist welfare recipients to obtain or prepare for employment.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. 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. Refer customers from the Riverside County Welfare to Work and CalWORKs program using Subsidized Employment Position Description (Exhibit A) and Plan 109 referral (Exhibit B) (attached hereto as **Exhibit A** and **Exhibit B** incorporated herein by this reference).
- D. DPSS will determine eligibility for all customers enrolled in program.
- E. WTW program staff will provide a copy of customers resume.

III. CONTRACTOR RESPONSIBILITIES

- A. Scope of Service

Contractor shall:

1. Assign staff to be liaison between the Contractor and DPSS.
2. Place referred customers in temporary jobs, until the Agreement for Subsidized Employment expires.
3. Pay customer prevailing wages at the going rate that the supervising organization typically pays

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workers who perform that job function and in accordance with local Area Wage Determination found under the Department of Labor website <http://www.wdol.gov/dba.aspx#>. The services under this Agreement are reimbursed using temporary federal funds and state funds and cannot be used for permanent positions or to displace current regular employees of an employer.

4. Contractor shall provide their written procedure for grievance and obtain the customers signature verifying their review of the procedure.
5. Conduct customers background checks (as needed), fingerprinting, drug screening, physical, etc. for the position that employer may require. These services are reimbursable by the County to the Contractor with proper voucher submittal, for GAIN Payment Voucher (attached hereto as **Exhibit C** and incorporated herein by this reference).
6. Contractor sites must comply with non-displacement guidelines. Placement sites cannot result in the termination or displacement of current employees, the reduction of current employees' working hours, or the infringement of promotional opportunities for current employees.
7. Contractor must comply with state and federal worker protection provisions outlined in the Welfare and Institutions Code Section 11324.6 (<http://www.leginfo.ca.gov/calaw.html>)
8. Place customers into specified subsidized employment assignment within 5 calendar days of referral and completion of pre-employment processing requirements, including receipt of live scan and/or drug screening results when required.
9. Contractor will offer employment with related training necessary for the customer to successfully perform the job duties of the subsidized employment assignment and make every effort to ensure customers gain experience toward the goal of ongoing unsubsidized employment.
10. Follow standard payroll accounting methods when issuing paychecks to customers. Send 30 day notice to the participant and County that the assignment will be ending.

B. REPORTING

The Contractor shall:

1. Collect attendance records for all customers work hours using Contractor's Time-sheets, Payroll Registers and submit to DPSS along with invoice monthly (Exhibit E).
2. Contractor will ensure invoices are submitted and supported in entirety and the manner prescribed by the County. Contractor shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth day of the following month.
3. Contractor will be required to provide the following reports:
 - a. Fiscal Reports, including monthly expenditure reports developed by County, and line item cost report based on actual expenditures.
 - b. Monthly Performance Evaluation (MPE) as developed by County; see Attachment "D" at a minimum, (attached hereto as **Exhibit D** and incorporated herein by this reference). Contractor will be required to submit the following information:

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- 1) Customer referred and services provided to each Customer who transitioned to unsubsidized employment

C. ADMINISTRATIVE

1. 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 Agreement.

2. 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.

3. EMPLOYMENT PRACTICES

- a. 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

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Agreement, 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).

- b. 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.
- c. 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.

4. 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).

5. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:

- a. An increased or decreased wage determination applied to this Agreement by operation of law;
- b. An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
- c. Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- d. The Contractor shall notify the DPSS Contracts Administration unit of any:
 - i. Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
 - ii. Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the Agreement hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

6. CLIENT CIVIL RIGHTS COMPLIANCE

- a. Assurance of Compliance

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The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the Contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services

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10281 Kidd Street
Riverside, CA 92503
(951) 358-6841

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between customers and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

7. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which customers of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing.

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8. EDD REPORTING REQUIREMENTS

In order to comply with the child support enforcement requirements of the State of California, the County may be required to submit a report of Independent Contractor(s) form DE 542 to the Employment Development Department. The Contractor agrees to furnish the required data and certification to the County within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the Contractor to timely submit the data and/or certificates required may result in the Agreement being awarded to another contractor. In the event Agreement has been issued, failure of the Contractor to comply with all of the federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If Contractor has any questions concerning this reporting requirement, please call (916) 657-0829. Contractor should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

9. 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, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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 Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims."

10. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County

ATTACHMENT B

harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

(1) **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.

(2) **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 Agreement or be no less than two (2) times the occurrence limit.

(3) **Vehicle Liability:**

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

b. **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 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing 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.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. 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

ATTACHMENT B

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 Agreement.

12. 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 Agreement.

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 Agreement. 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 Agreement.

13. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, 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.

14. 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

15. DEBARMENT AND SUSPENSION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in

ATTACHMENT B

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;

- c. 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
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

16. 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.

IV. FISCAL

A. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$TBD

B. SERVICE COST RATE

Prevailing wages will be paid at the going rate that the supervising organization typically pays workers who perform that job function and in accordance with local Area Wage Determination found under the Department of Labor website <http://www.wdol.gov/dba.aspx#3>.

C. COMPENSATION

Reimbursement of participants' hourly rate shall only be for actual hours worked and employer paid sick leave. DPSS shall make no payments for commissions, piecework, vacation, holiday, overtime or any other employee benefits.

Reimbursement Plan as follows:

- a. 75% of DPSS customer's wages will be reimbursed for the first 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly, up to \$3,000 per customer. .
- b. 50% of DPSS customer's wages will be reimbursed for the following 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly up to \$3,000 per customer.
- c. 25% of DPSS customer's wages will be reimbursed for the last 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly up to \$3,000 per customer, d
- d. After 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly, the Contractor will be 100% responsible for the DPSS customers' wages.
- e. Additional pay periods after the initial subsidized period will be reimbursed up to 25% of the customer's wages, with written approval from CalWORKs and matching one of the following criteria:

ATTACHMENT B

- 1) The customer is obtaining unsubsidized employment with the participating employer;
- 2) The customer is obtaining specific skills and experiences relevant for unsubsidized employment for a particular field.

D. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The Contractor will be paid the actual amount of each invoice submitted for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
2. All completed claims must be submitted no later than 30 days after the completion of 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly. . All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
3. The Contractor shall submit DPSS Forms 2076A (Exhibit E), following the instructions set forth. Exhibit E is attached hereto and incorporated herein by this reference for request of all payments.
4. The contract Payment Request (Exhibit E) and the Payroll register (Exhibit G) are attached hereto and incorporated herein by this reference for request of all payments. The payroll register must include the employee name, hours worked, earnings, check date, taxes, and net pay in order to process payment. If any of the above information is not included on the payroll register, DPSS Subsidized Employment Program Timesheet (Exhibit F) must be filled and forward along with the payroll register with the invoice. Exhibits E, G, and F can be found at the end of this agreement.
5. . Contractor Invoice estimates for May and June are due no later than the 1st Friday of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

E. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. 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.

F. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. 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, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination.

ATTACHMENT B

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 Agreement 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 Agreement. 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 \$750,000 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 A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

G. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. 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 Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

H. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement 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 Agreement with DPSS.

V. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective from July 1, 2016 through June 30, 2017, with two (2) one-year renewal options.

ATTACHMENT B

B. NOTICES

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

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

VENDOR: TBD

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Attn: April Longbrook, Office Assistant III
63 S. 4th St
Banning CA 92220

C. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to DPSS. during the Agreement period. DPSS reserves the right to modify (increase or decrease) the maximum reimbursable amount of this Agreement, based on the funding made available to, and/or the services being requested by, DPSS.

D. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect.

ATTACHMENT B

Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

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

1. 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
2. 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
3. Withhold funds pending a cure of the breach; and/or
4. 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.

G. GOVERNING LAW

This Agreement 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 Agreement 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 Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, 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 April 1.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

ATTACHMENT B

J. ENTIRE Agreement

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

ATTACHMENT B



Riverside County Department of Public Social Services Workforce Connection

Subsidized Employment Position Description

Exhibit A

Employer Profile			
Employer Name			
Mailing Address			
Main Phone			
Fax			
Contact Person 1	Name: _____	Phone: _____	Email: _____
Contact Person 2	Name: _____	Phone: _____	Email: _____
Position Description			
Position Title			
# Positions Available			
Position Description			
Required Experience			
Hours per Week	_____		
Shift(s)	Days: _____ thru _____	Varies _____	
	Hours: From _____ to _____	Varies _____	
Physical Requirements			
Education Level			
Attire			
Certificate/Licensing Required	___ Yes ___ No Description: _____		
Pre-Employment: Live Scan	___ Yes ___ No		
Drug Screen	___ Yes ___ No		
Training Provided	___ Yes ___ No Description: _____		
Bi-Lingual Preferred	___ Yes ___ No		
Opportunities for Advancement	___ Yes ___ No		
Comments			
Workforce Connection Program Tracking Only			
Approved: ___ Yes ___ No Signature: _____ Date: _____			
Assigned to: _____ Tracking #: _____			

ATTACHMENT B

Exhibit B

County of Riverside - Employment Services

Phone: (951) 358-3000

Worker Name: _____
 Worker ID: _____
 Worker Phone Number: _____
 Date: _____
 Case Name: _____
 Case Number: _____

Referral To Activity

Customer Information

Name: _____ Social Security Number: _____
 Contact Number: _____ Primary Language: _____
 Goals: _____
 Test Scores: Math _____ Reading _____

Enroll participant in the following activity. Remove participant from the following activity.

Activity Name: _____ Activity Number: _____
 Days Per Week: _____ Hours: From _____ To _____
 Start Date: _____ Expected End Date: _____

Comments: _____

Provider Information

Name: _____ Phone: _____
 Address: _____ Fax: _____
 _____ Contact Person: _____

 Contract Number: _____

TO BE COMPLETED BY PROVIDER			
Participant:		Accepted:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If not accepted, please explain:			
Training Site:	Contact Person:		
	Phone:	()	
	Fax:	()	
	E-mail:		
Authorized Provider Signature:			Date:
FOR COUNTY USE ONLY			
Employment Services Worker:			Worker ID:
Authorized Signature:			Date:
If Required: Supervisor Signature:			Date:

(01/2003)

ATTACHMENT B

COUNTY OF RIVERSIDE

Exhibit C
DEPARTMENT OF PUBLIC SOCIAL SERVICES

GREATER AVENUES FOR INDEPENDENCE PAYMENT VOUCHER

P.V. NO.	AUTHORIZATION TO FURNISH (Name of Bearer)
<p>NOTICE TO VENDOR/MERCHANT This is your authorization to provide the named bearer ONLY THE ITEMS DESCRIBED BELOW, NO CASH BACK. Complete as follows:</p> <ol style="list-style-type: none"> 1. WHITE COPY MUST BE SIGNED BY BEARER and MERCHANT. 2. SEND WHITE COPY PROPERLY CERTIFIED with a CASH REGISTER OR HANDWRITTEN RECEIPT ATTACHED to the GAIN office address shown below to initiate payment processing. 3. RETAIN YELLOW COPY FOR YOUR RECORDS. <p>VOUCHER NOT REDEEMABLE 6 MONTHS FROM DATE OF ISSUE</p>	<p>VENDOR/STORE NAME: _____</p> <p>ADDRESS: _____</p> <p>ADDRESS: _____</p> <p>CITY/STATE ZIPCODE: _____</p>

MERCHANDISE TO BE PROVIDED

NOTE: If you are unable to provide ALL items listed on the same day the voucher is presented, an additional voucher is required. The bearer must contact his/her GAIN Counselor to make arrangements.

- | | | | |
|-----------------------------------|--|------------------------------------|----------------------------------|
| <input type="checkbox"/> Books | <input type="checkbox"/> Shoes | <input type="checkbox"/> Tools | <input type="checkbox"/> Gas/Oil |
| <input type="checkbox"/> Supplies | <input type="checkbox"/> Clothing/Uniforms | <input type="checkbox"/> Equipment | <input type="checkbox"/> Other |

Description: _____

In the amount not to exceed _____ dollars (\$ _____)

<p>VENDOR CERTIFICATION</p> <p style="text-align: right;">Dollar amount of Items delivered \$ _____</p> <p>I certify that I have delivered the merchandise specified hereon, payment has not been received, and the amount shown is due and unpaid. SEE ATTACHED RECEIPT(S)</p> <p>Name (print) _____</p> <p>Title (print) _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>BEARER CERTIFICATION</p> <p>I acknowledge that I have received the merchandise in the amount certified by the vendor.</p> <p>Name (print) _____</p> <p>Signature: _____</p> <p>Date: _____</p>
--	--

COUNTY USE ONLY

REGISTRANT NAME	
C-IV CASE NUMBER	
AUTHORIZING SIGNATURE	
X	
WORKER NUMBER	ISSUE DATE

IMPORTANT REMINDER: Please attach sales receipt(s)

ATTACHMENT B

EXHIBIT D

Riverside County Department of Public Social Services

SUBSIDIZED EMPLOYEE MONTHLY EVALUATION

MONTH OF:
MONTH/YEAR

Company Name:

Employee's Name:

Case Number:

EVALUATION CHECKLIST

Table with 5 columns: EVALUATION ELEMENTS, EXCELLENT, GOOD, FAIR, POOR. Rows include Appearance, Attendance, Attitude, Customer Service, Follows Instructions, Completes Assignments, Works well with others, Shows Interest/Initiative.

EMPLOYEE STRENGTHS

This month, the employee performed well in the following areas:

Blank lines for writing employee strengths.

TRAINING RECOMMENDATIONS

Please make training recommendations/requests required for permanent employment or to perform position duties:

Blank lines for writing training recommendations.

PLEASE SIGN AND SUBMIT BY THE 10TH OF EACH MONTH.

Supervisor

X

Signature

Date

PRINT NAME

TITLE

PHONE NUMBER

RETURN FORM INSTRUCTIONS:

Give to Employee Fax to:

Mail to:

ATTACHMENT B

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: E

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: _____
Remit to Name

Address

Agreement Number

Total amount requested _____ for the period of _____ 20__

Select Payment Type(s) Below:

- Advance Payment \$ _____
(if allowed by Agreement/MOU)
- Actual Payment \$ _____
(Same amount as 2076B if needed)
- Unit of Service Payment \$ _____ # of Units) X (\$) _____
- _____ # of Units) X (\$) _____ # 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

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

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

ATTACHMENT B

DPSS Subsidized Employment Program

TIMESHEET

Exhibit F

Company Name:		Assigned Supervisor:	
Company Address:		Supervisors Phone No:	
Employer Identification Number (EIN):		Pay Period Covered:	Beg Date
			End Date
Primary Co. Contact:	Name:		
	Phone:		
	Email:		

EMPLOYEES IN DPSS PROGRAM													
Name of Employee (s)			SSN #	Position	Hourly Pay Rate	# of Worked Hours	Employee Payment (to be paid)						
Last Name	First Name	Middle Initial											
1							\$0.00						
2							\$0.00						
3							\$0.00						
4							\$0.00						
5							\$0.00						
6							\$0.00						
7							\$0.00						
8							\$0.00						
9							\$0.00						
10							\$0.00						
Total Number of Employees							0	Average Hourly Rate #DIV/0!		Total Hours	0	Total Amount Paid	\$0.00

EMPLOYER'S CERTIFICATION	
Employer certifies that supervision will be provided at the same level as received by regular employees. Subject to the penalty prescribed for perjury, I certify that I am the authorized person to complete this form, all information reported herewith is complete and correct to the best of my knowledge, and all supporting documents are available for review at my employer's office.	
Signature of Authorized Representative	Title
Name (Print)	Date

If you have any questions regarding this form, call Eddie Lopez at the Department of Social Services at (951) 358-3609.

ATTACHMENT B

Exhibit G

ATTACHMENT B

Employee Information	Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Cleared? <input type="checkbox"/>	
BROOKS, MEL #3334 Single/04	Gross SALARY			1,300.00 1,300.00	SS/Med	98.68 CT State	401 K MED125 X DED	65.00 10.00 50.00	Net Pay Check #11000020	1075.25 <input type="checkbox"/>
PRESSEUR, MARTIN #3319 Married/05	Gross SALARY			1,400.00 1,400.00	SS/Med	107.10			Net Pay Check #11000021	1292.90 <input type="checkbox"/>
REDMOND, KARL #3332 Married/02	Gross SALARY			1,500.00 1,500.00	SS/Med Fed Wt	114.75 25.00			Net Pay Check #11000022	1360.25 <input type="checkbox"/>
SMITH, JAMIE #3328 Married/04	Gross SALARY			900.00 900.00	SS/Med	68.85			Net Pay Check #11000023	831.15 <input type="checkbox"/>
WASHINGTON, MARTHA #3323 Single/00	Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	91.80 CT State 115.00	.88		Net Pay Check #11000024	992.32 <input type="checkbox"/>
Department Totals	Gross SALARY			6,300.00 6,300.00	SS/Med Fed Wt	481.18 CT State 140.00	1.94 401 K MED125 X DED	65.00 10.00 50.00	5 Pays	5551.88
10 - Department										
WATSON, JON D #8474 Married/04	Gross SALARY			100.00 100.00	SS/Med	7.65			Net Pay Check #11000025	92.35 <input type="checkbox"/>
10 - Department Totals	Gross SALARY			100.00 100.00	SS/Med	7.65			1 Pay	92.35
2A - BUILDING										
BALANCE, INLIFE #3320 Married/02	Gross SALARY			1,200.00 1,200.00	SS/Med	91.80	LOANS	100.00	Net Pay Check #11000026	1008.20 <input type="checkbox"/>
2A - BUILDING Totals	Gross SALARY			1,200.00 1,200.00	SS/Med	91.80	LOANS	100.00	1 Pay	1008.20
20 - RECEIVING										
CROWLEY, CYNTHIA #0006 Single/01	Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	91.80 NY State 71.25 NY DIS	21.42 2.60		Net Pay Check #11000027	1012.93 <input type="checkbox"/>
20 - RECEIVING Totals	Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	91.80 NY State 71.25 NY DIS	21.42 2.60		1 Pay	1012.93
30 - SHIPPING										
PEPSEI, CAROLYN #0003 Single/00	Gross SALARY			4,000.00 4,000.00	SS/Med Fed Wt	306.00 NY State 652.00 NY DIS	201.10 2.60	TEST	Net Pay Check #11000028	3144.30 <input type="checkbox"/>
30 - SHIPPING Totals	Gross SALARY			4,000.00 4,000.00	SS/Med Fed Wt	306.00 NY State 652.00 NY DIS	201.10 2.60	TEST	1 Pay	3144.30

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008

Run: 15
Week: 25
Qtr: 3
Page: 1

Payroll Register



ATTACHMENT B

Employee Information		Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Clear #?	
50 - OFFICE										<input checked="" type="checkbox"/>	
KAVANAUGH, FLUFFER	#0010 Married/02	Gross SALARY			3,000.00 3,000.00	SS/Med Fed Wt	229.50 NY State 197.71 NY DIS	118.33 2.60	Net Pay Check #11000029	2451.86 <input type="checkbox"/>	
50 - OFFICE Totals		Gross SALARY			3,000.00 3,000.00	SS/Med Fed Wt	229.50 NY State 197.71 NY DIS	118.33 2.60	1 Pay	2451.86	
CLIENT TOTALS		Gross SALARY			15,800.00 15,800.00	SS/Med Fed Wt	1,207.93 CT State 1,060.96 NY State NY DIS	1.94 340.85 7.80	401 K MED125 LOANS X DED TEST	65.00 10.00 100.00 50.00 -306.00	10 Chkts 13,261.52

Payroll Statistics
 Employees Paid: 10
 Active Employees Not Paid: 26
 Terminated Employees Paid: 0

Client: 62V
 PC SUPPORT TEST CLIENT ASEC
 Period Covered: 06/01/2008 - 06/30/2008
 Check Date: 07/03/2008
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Payroll Register



ATTACHMENT B

Department	Earnings	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay
Department							
This Pay Totals							
	Gross SALARY		6,300.00	SS/Med Fed Wt	481.18 CT State 140.00	401 K MED125 X DED	5 Chks 65.00 10.00 50.00
	Gross SALARY		6,300.00	SS/Med Fed Wt	481.18 STATE 140.00	401 K MED125 X DED	5 Checks 65.00 10.00 50.00
Month-to-Date Totals							
	Gross SALARY		6,300.00	SS/Med Fed Wt	481.18 STATE 140.00	401 K MED125 X DED	5 Checks 65.00 10.00 50.00
10 - Department							
This Pay Totals							
	Gross SALARY		100.00	SS/Med Fed Wt	7.65		1 Chk 92.35
Month-to-Date Totals							
	Gross SALARY		100.00	SS/Med Fed Wt	7.65		1 Checks 92.35
2A - BUILDING							
This Pay Totals							
	Gross SALARY		1,200.00	SS/Med Fed Wt	91.80	LOANS	1 Chk 100.00
Month-to-Date Totals							
	Gross SALARY		1,200.00	SS/Med Fed Wt	91.80	LOANS	1 Checks 100.00
20 - RECEIVING							
This Pay Totals							
	Gross SALARY		1,200.00	SS/Med Fed Wt	91.80	LOANS	1 Chk 100.00
Month-to-Date Totals							
	Gross SALARY		1,200.00	SS/Med Fed Wt	91.80	LOANS	1 Checks 100.00
30 - SHIPPING							
This Pay Totals							
	Gross SALARY		1,200.00	SS/Med Fed Wt	91.80	LOANS	1 Chk 100.00
Month-to-Date Totals							
	Gross SALARY		1,200.00	SS/Med Fed Wt	91.80	LOANS	1 Checks 100.00
50 - OFFICE							
This Pay Totals							
	Gross SALARY		4,000.00	SS/Med Fed Wt	306.00	TEST	1 Chk -906.00
Month-to-Date Totals							
	Gross SALARY		4,000.00	SS/Med Fed Wt	306.00	TEST	1 Checks -906.00
CLIENT THIS PAY TOTALS							
	Gross SALARY		3,000.00	SS/Med Fed Wt	229.50	LOANS	1 Chk 100.00
	Gross SALARY		3,000.00	SS/Med Fed Wt	197.71	TEST	10 Chks 65.00 10.00 100.00 50.00 -306.00
CLIENT MONTH-TO-DATE TOTALS							
	Gross SALARY		15,800.00	SS/Med Fed Wt	1,207.93	LOANS	10 Checks 65.00 10.00 100.00 50.00 -306.00
	Gross SALARY		15,800.00	SS/Med Fed Wt	1,060.96	TEST	10 Checks 65.00 10.00 100.00 50.00 -306.00

Client: 62V
 PC SUPPORT TEST CLIENT ASEC
 Period Covered: 06/01/2008 - 06/30/2008
 Check Date: 07/03/2008
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Month-to-Date Summary



ATTACHMENT B

Department	Earnings	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay
CLIENT MONTH-TO-DATE EMPLOYER TOTALS				SS/Med FUTA 1,207.98 12.40	CT SUI NY SUI 266.00 49.20		

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008

Month-to-Date Summary

Run: 15
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ATTACHMENT B

Payroll Totals		Federal Taxes		State/Local Taxes		Deductions		Net Pay	
Gross	15,800.00	SS/Med	1,207.93	CT State	1.94	401 K	65.00	MED125	10.00
SALARY	15,800.00	Fed Wt	1,060.96	NY State	340.85	LOANS	100.00	X DED	50.00
				NY DIS	7.80	TEST	-306.00		
Total Gross	15,800.00	Total Withholdings	2,619.48	Total Deductions	-81.00	Total Net	13,261.52		

Taxes	Amount	Client	Employer	Employee	Taxable Wages	# of Employees	Tax Rate	ID Number
Social Security/Medicare	1,207.93	Client	1,207.93	1,207.93	15,790.00	10		528254514
Federal Withholding	1,060.96	Client	1,060.96	1,060.96	15,725.00	20		528254514
Federal Deposit	3,476.82		1,207.93	2,268.89				
Federal Unemployment	12.40	Client	12.40	1.94	1,550.00	10	.8000 %	528254514
CT State Income Tax	1.94	Client	1.94	1.94	7,525.00	7		APPL FOR
CT Unemployment	266.00	Client	266.00	340.85	7,600.00	7	3.5000 %	APPL FOR
NY State Income Tax	340.85	Client	340.85	7.80	8,200.00	3		06123458512
NY Disability	7.80	Client	7.80	7.80	8,200.00	3		12-737353
NY Unemployment	49.20	Client	49.20	1,200.00	1,200.00	3	4.1000 %	12-737353
Client Responsibility	4,155.01		1,535.53	2,619.48				
Total Taxes	4,155.01		1,535.53	2,619.48				

Cash Flow Summary	Amount	Account Number	Bank Number	Bank Name
Checks	13,261.52			
Cash Requirements	13,261.52	56412365444	011375245	

Messages You have elected not to use our Tax Filing Service - We are not responsible for depositing your taxes.

ATTACHMENT B

SPEAK TO CAROL ONLY
BE SURE THAT EE HAS RATE 2 SET UP BEFORE USING THE RT2 COLUMN
SOME EES HAVE SEVEN DIGIT SALARIES - CHANGES TO SALARY NEED TO BE MADE IN MEMO
DED 7D-SAL ON CNG SCREEN AND KEYED IN 7D-SAL COLUMN ON CALL IN SCREEN
ANY CHANGES TO VACATION TIME SHOULD BE KEYED UNDER CODE V8 VACADJ
ALL EES MUST HAVE A WORKERS COMP CODE--MUST BE RIGHT JUSTIFIED

Please verify the following information. If you have any changes, inform the payroll representative when submitting your payroll.

Dates	Period Ending Date	07/31/2008
	Check Date	08/03/2008
	This is the First Pay of the Month.	
	Please change if appropriate:	
	N	Last Pay of Quarter <u>3</u>
	Y	First Pay of Month <u>August</u>
Check #	Starting Check #	00030

Enter Optional Check Stub Message (maximum 66 characters) below:

Optional Check Stub Message

Deductions This is payroll #1 of the current month.

Deductions Scheduled by Pay of Month	✓ - Deductions Active for Pay of Month Please change if appropriate.					
Code	Description	1	2	3	4	5
I9	MED125	✓	✓	✓	✓	✓
I3	VISION	✓	✓	✓	✓	✓
99	MISC.	✓	✓	✓	✓	✓
N1	LOANS	✓	✓	✓	✓	✓
V7	X DED	✓	✓	✓	✓	✓
V6	EXPENS	✓	✓	✓	✓	✓

Deductions Taken From Each Check, Every Pay Period

- P1 401 K
- I1 DENTAL

Client: 62V

PC SUPPORT TEST CLIENT ASEC

Period Covered: 07/01/2008 - 07/31/2008 Run: 16
 Check Date: 08/03/2008 Week: 26
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Worksheet



ATTACHMENT B

Deductions

This is payroll \$1 of the current month.

Deductions Taken From Each Check, Every Pay Period

I2 P A I
V9 X DED
V1 TEST
N2 GARNSH



Client: 62V
PC SUPPORT TEST CLIENT ASEC

Worksheet

Period Covered: 07/01/2008 - 07/31/2008
Check Date: 08/03/2008
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ATTACHMENT B

Employee Information	REGULAR Hours	O/TIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$	BONUS \$\$	COMM 1 \$\$	OTHER \$\$	EXPENSES D V6	Time Deduction		Distribution #	NOTES
											Code	Amount		
BROOKS, MEL #3334						1,300.00								
FAZOOLOZZIE #9999 Rate: 25.0000 Missing SS# Missed Deduction I9 MED125 142.35														
HUNT, RONALD #3333 Rate: 55.0000														
JONE, MAYNARD #3322 Rate: 15.0000														
LINCOLN, RICHARD #3327 Rate: 16.5000														

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Period Covered: 07/01/2008 - 07/31/2008
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Worksheet



ATTACHMENT B

Employee Information	REGULAR Hours	O/TIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$	BONUS \$\$	COMM1 \$\$	OTHER \$\$	EXPENSES D V6	Time Deduction		NOTES
											Code	Amount	
MAPLE, PATRICIA #8473 <i>Missed Deduction</i> N2 GARNISH 6.84 <i>Missed Deduction</i> N1 LOANS 22.20 <i>Missed Deduction</i> I3 VISION 4.15 <i>Missed Deduction</i> I2 P A I 1.80 <i>Missed Deduction</i> I1 DENTAL 16.10 <i>Missed Deduction</i> I9 MED125 30.90													
MICHAELS, MICHAEL #3317 Rate: 14,2500													
NICHOLS, MIKE #3314 Rate: 12,5000													
PAPER, PAULINE #3325 Rate: 15,0000													
PRESSEUR, MARTIN #3319						1,400.00							

Client: 62V
 PC SUPPORT TEST CLIENT ASEC
 Period Covered: 07/01/2008 - 07/31/2008
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Worksheet

ATTACHMENT B

Employee Information	REGULAR TIME Hours	OT/IME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$	BONUS \$\$	COMM 1 \$\$	OTHER \$\$	EXPENS D V6	Time Deduction Code/ Amount	Distribution #	NOTES
REDMOND, KARL #3332						1,500.00							
SCREEN, WALTER #3331 Rate: 14.9500													
SMITH, JAMIE #3328						900.00							
SMITH, JOELLEN #3312 Missing SS#													
SMITH, RHONDA #3329 Rate: 89.0000													
VANGUARD GROUP #9903													
WASHINGTON, MARTHA #3323						1,200.00							
10 - Department													
ATKINSON, ROGER C #0008													

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Worksheet

Period Covered: 07/01/2008 - 07/31/2008
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ATTACHMENT B

Employee Information	REGULAR TIME		VACATION		SICK		OTHER		SALARY		BONUS		COMM		OTHER		EXPENSES		1 Time Deduction		Distribution #	NOTES	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Code	Amount	Code			Amount
10 - Department																							
WATSON, JON D #8474										100.00													
WILLIAMSON, MICHAEL #0009																							
2A - BUILDING																							
BALANCE, IN LIFE #3320										1,200.00													
HORTON, WILLIAM #3316 Rate: 12,5000																							
2B - SALES																							
BLUE, BILLIE #3330 Rate: 12,5000																							
20 - RECEIVING																							
CROWLEY, CYNTHIA #0006										1,200.00													
ETU, WILLIAM #3318 Rate: 18,4500																							

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Worksheet

Period Covered: 07/01/2008 - 07/31/2008
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ATTACHMENT B

Employee Information	REGULAR Hours	O/TIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$\$	BONUS \$\$\$	COMM 1 \$\$\$	OTHER \$\$\$	EXPENS D V 6	1 Time Deduction		NOTES
											Code	Amount	
20 - RECEIVING FOSTER, JODIE #3324 Rate: 65.0000													
PLATT, KARIN D #0002													
30 - SHIPPING													
PEPSI, CAROLYN #0003						4,000.00						PL	
40 - ORDER ENTRY													
COSBY, WILLIAM #0007													
FOX, MICHAEL J #0004 Rate: 20.0000												PL	
JITSU, JOE #0011 Rate: 6.7500													
45 - Department													
FOXX, REDD #3311 Rate: 15.0000 Missed Deduction IS MED125 500.00													

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Period Covered: 07/01/2008 - 07/31/2008
Check Date: 08/05/2008

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Worksheet



ATTACHMENT B

Employee Information	REGULAR Hours	OVERTIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$\$	BONUS \$\$\$	COMM1 \$\$\$	OTHER \$\$\$	EXPENSES D V6	Time Deduction Code	Distribution #	NOTES
50 - OFFICE													
KAVANAUGH, FLUFFER #0010						3,000.00							
MARTIN, JASMINE #0005 Rate: 10,500.00													
99 - Department													
PEOPLES COURT OF NY #9901													
PEOPLES COURT OF CT #9902													
Next Available Employee #0000													
PLEASE TOTAL ALL COLUMNS						15,800.00							
	REGULAR	OVERTIME	VACATION	SICK	OTHER	SALARY	BONUS	COMM1	OTHER	EXPENSES			

Client: 62V
PC SUPPORT TEST CLIENT ASEC
Worksheet
Period Covered: 07/01/2008 - 07/31/2008
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ATTACHMENT B

Employee Name	Emp#	Net Pay	Check Number
BROOKS,MEL	3334	1,075.26	11000020
PRESSEUR,MARTIN	3319	1,292.90	11000021
REDMOND,KARL	3332	1,360.25	11000022
SMITH,JAMIE	3328	831.15	11000023
WASHINGTON,MARTHA	3323	992.32	11000024
WATSON,ION D	3474	92.35	11000025
BALANCE,INLIFE	3320	1,008.20	11000026
CROWLEY,CYNTHIA	0006	1,012.93	11000027
PEPSI,CARDLYN	0003	3,144.30	11000028
KAVANAUGH,FLUFFER	0010	2,451.86	11000029
CLIENT TOTAL		13,261.52	

10 Checks 13,261.52
 0 Voids
 0 Manuals
 10 Total 13,261.52

Client: 62V
 PC SUPPORT TEST CLIENT ASEC

Account Reconciliation Report

Period Covered: 06/01/2008 - 06/30/2008
 Check Date: 07/03/2008



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ATTACHMENT B

Employee Information	Emp#	Amount	Funds Source	Account Type	Account Number	Receiving Bank Name	Receiving Bank Number
ATKINSON, ROGER C	0008	PRENOTE	NETPAY	Savings	45678912315		021102330
WATSON, JON D	8474	PRENOTE	NETPAY	Checking	78945214		021102330
WILLIAMSON, MICHAEL	0009	PRENOTE	NETPAY	Checking	1245284154		021102330
CLIENT TOTAL							
RECAP BY SOURCE OF FUNDS							
	Funds Source	Count	Amount				
	NETPAY	0	.00				
		0	.00				
	Total Deposits						
	Total Prenotes	3					

Employee paid by check. Prenote transaction sent to bank.

Client: 62V
 PC SUPPORT TEST CLIENT ASEC
 Period Covered: 06/01/2008 - 06/30/2008
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ACH Report



ATTACHMENT B

Employee Information	REG HRS	O/T HRS	OTH HRS	SAL \$\$\$	GROSS
	REG \$\$\$	O/T \$\$\$	OTH \$\$\$		PAY
BALANCE, IN LIFE #3320				1200.00	1200.00
BROOKS, MEL #3334				1300.00	1300.00
CROWLEY, CYNTHIA #0006				1200.00	1200.00
KAVANAUGH, FLUFFER #0010				3000.00	3000.00
PRESSEUR, MARTIN #3319				1400.00	1400.00
REDMOND, KARL #3332				1500.00	1500.00
SMITH, JAMIE #3328				900.00	900.00
WASHINGTON, MARTHA #3323				1200.00	1200.00
WATSON, JON D #8474				100.00	100.00
Totals				11800.00	11800.00
To-date totals				59000.00	59000.00
PEPSI, CAROLYN #0003				4000.00	4000.00
Totals				4000.00	4000.00
To-date totals				20000.00	20000.00
Client 62V					
Totals				15800.00	15800.00
To-date totals				79000.00	79000.00

Client: 62V
 PC SUPPORT TEST CLIENT ASEC
 Labor Report - 01
LEVEL 1 REPORT
 Period Covered: 05/01/2008 - 05/30/2008
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ATTACHMENT B

Employee Name	T-Term L-Leave Emp#	Dept	Rate	Salary	Marital Status	Number Of Exempt.	Override Pay SUI Freq. St.	Social Security Number	M/F	Birth Date	Hire Date	Leave/Raise/Term Date	W/C CODE	Distribution Number
ATKINSON, ROGER C	0008	10			S	01			M		02/14/1994			
BALANCE, INLIFE	3320	2A	12.5000	1200.00	M	02	CT		M		07/15/1995			
BLUE, BILLIE	3330	2B	12.5000		M	02	CT		M		01/05/1995			
BROOKS, MEL	3334			1300.00	S	04	CT		M		04/04/1995			
COSBY, WILLIAM	0007	40			M	10	WK		M		03/14/1994			
CROWLEY, CYNTHIA	0006	20		1200.00	S	01			M	12/07/1971	03/05/1994			
ETU WILLIAM	3318	20	18.4500		S	03	CT		M		08/23/1995			
FAZOL, OZZIE	9899		25.0000		M	02	WK	Missing SS#	M		08/25/1995			
FOSTER, JODIE	3324	20	65.0000		M	06	CT		M		02/27/1995			
FOX, MICHAEL J	0004	40	20.0000		S	02			M	09/28/1944	02/14/1994		2201	PL
FOXX, REDD	3311	45	15.0000		M	2	CT		M		07/05/1994			
HORTON, WILLIAM	3316	2A	12.5000		S	00	CT		M		09/11/1995			
HUNT, RONALD	3333				M	00	CT		M		03/17/1995			
JITSU, JOE	0011	40	6.7500		S	00			M		03/26/1994			
JONE, MAYNARD	3322		15.0000		M	03	CT		M		04/12/1995			
KAVANAUGH, LUFFER	0010	50		3000.00	M	02			M		03/17/1994			
LINCOLN, RICHARD	3327		16.5000		M	03	CT		M	08/04/1973	07/01/2001			
MAPLE, PATRICIA	T 1803		21.4040		S	09	BW AZ		M					
MAPLE, PATRICIA	T 2491		20.7420		S	09	BW CT		M	08/04/1973	07/01/2001			
MARTIN, JASMINE	8473				S	09	BW CT		M		07/01/2001			
MICHAELS, MICHAEL	0005	50	10.5000		M	00			M	10/08/1945	02/14/1994			
NICHOLS, MIKE	3317		14.2500		M	09	CT		M		06/15/1995			
PAPER, PAULINE	3314		12.5000		M	01	CT		M		09/11/1995			
PEOPLES COURT OF NY	3325		15.0000		S	02	CT		M		05/06/1995			
PEOPLES COURT OF CT	9901	99			A				M		03/10/1994			
PEPSI, CAROLYN	9902	99		4000.00	A				M		03/08/1994	03/14/1994		
PLATT, KARIN D	0003	90			S	00			M	07/04/1970			2201	PL
PRESEUR, MARTIN	0002	20		1400.00	S	00			M	01/21/1949	02/14/1994		1101	
REDMOND, KARL	3319		1500.00		M	05	CT		M		04/13/1995			
SCREEN, WALTER	3332				M	02	CT		M		07/17/1995			
SMITH, JAMIE	3331			900.00	M	05	CT		M		03/03/1995			
SMITH, JOELLEN	3328				M	04	CT		M		02/02/1995			
SMITH, RHONDA	3312				M	00	CT	Missing SS#	M		08/12/1994			
VANGUARD GROUP	3329				M		CT		M		04/13/1995			
WASHINGTON, MARTHA	9903			1200.00	A		CT		M		06/19/1995			
WATSON, JON D	3323				S	00	CT		M		08/17/1995			
WILLIAMSON, MICHAEL F	8474	10		100.00	M	04	CT		M		04/04/1994			
	0009	10			S	01			M		03/16/1994			

CLIENT: 62V 36-Active 2-Terminated 0-Leave of Absence 38-Total

Client: 62V
PC-SUPPORT TEST CLIENT ASEC

Employee List

Period Covered: 06/01/2008 - 06/30/2008
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ATTACHMENT B

Employee Information	Earnings	Hours	YTD	Taxes	Overrides	YTD	Deductions	Per Pay Amount	YTD	Direct Deposit
BROOKS, MEL 989 SPRUCE STAMFORD, CT 06460 Salary: 1,900.00 SS#:	Gross SALARY	7,800.00 7,800.00	592.11 7.08	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 26 FW 28	Single/04	401 K MED125 X DED	5.0 % \$ 10.00 \$ 50.00	390.00 80.00 250.00		
FAZOOLO, OZZIE #9999 Weekly Hire: 08/25/1995 Gender: M Rate: 25.0000/Hr Missing SS#				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/02	MED125	\$ 142.35			
HUNT, RONALD 30 FRISB ROAD STAMFORD, CT 06460 Rate: 55.0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/00					
JONE, MAYNARD 123 ORCHARD STREET FAIRFIELD, CT 06460 Rate: 15.0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/03					
LINCOLN, RICHARD 1776 HISTORY CIRCLE STAMFORD, CT 06460 Rate: 15.5000/Hr SS#:	Gross REGULAR	50.00 50.00	3.83	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/03	MISC.		-3.83		
MAPLE, PATRICIA ANYWHERE T#1803 Bi-Weekly Hire: 07/01/2001 Birth: 09/04/1973 Gender: M Rate: 21,4040/Hr SS#: Transfer from Employee # 6473 Prior Transfer Employee # 2491				SS/Med Fed Wt AZ State AZ DISAB. AZ UNEMP. FW 28	Single/09 Single/09 \$ 10 Addl	MED125 DENTAL P.A.I VISION MISC.	\$ 27.65 \$ 4.00 \$ 1.80 \$ 2.87 \$ 75.00			
MAPLE, PATRICIA ANYWHERE T#2491 Bi-Weekly Hire: 07/01/2001 Birth: 09/04/1973 Gender: M Rate: 20,7420/Hr SS#: Transfer from Employee # 6473	Gross REGULAR O/TIME VAC/EM ADM/EM	79.50 0.25 79.75 79.75	1,656.77 1,648.99 7.78	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 2 FW 28	Single/09 Single/09 \$ 10 Addl	MED125 DENTAL P.A.I VISION MISC.	\$ 27.65 \$ 4.00 \$ 1.80 \$ 2.87 \$ 75.00	27.65 4.00 1.80 2.87		

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008

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Master List



ATTACHMENT B

Employee Information	Earnings	Hours YTD	YTD	Taxes	Overrides	YTD	Deductions	Per Pay Amount	YTD	Direct Deposit
MAPLE, PATRICIA ANYWHERE #8473 Bi-Weekly Hire: 07/01/2001 Gender: M SS#: <i>Transfer to Employee # 1803</i>				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/09 Single/09 \$ 10 Accl		MED125 \$ 30.90 DENTAL \$ 16.10 P.A.I \$ 1.80 VISION \$ 4.15 MISC. \$ 75.00 LOANS \$ 22.20 GARNISH \$ 6.84			
MICHAELS, MICHAEL 38 SMART AVE STRATFORD, CT 06460 Rate: 14.2500/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/03					
NICHOLS, MIKE Rate: 12.5000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/01					
PAPER, PAULINE 63 TREE LANE TREEPORT, CT 06460 Rate: 15.0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/02					
PRESSEUR, MARTIN Rate: 1,400.00 SS#:	Gross SALARY		9,800.00 9,800.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 30 FW 28	Married/05	749.70				
REDMOND, KARL 14 RIVERSIDE DR STAMFORD, CT 06460 Rate: 1,500.00 SS#:	Gross SALARY		10,500.00 10,500.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 30 FW 28	Married/02	803.25 195.00				
SCREEN, WALTER 62 WINDOW ROAD STAMFORD, CT 06460 Rate: 14.9500/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/05					

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Employee Information	Earnings	Hours	YTD	Taxes	Overrides	YTD	Deductions	Per Pay Amount	YTD	Direct Deposit
SMITH, JAMIE #3328 5 UNDERWOOD CT STAMFORD, CT 06460 Hire: 02/02/1995 Gender: M Salary: 900.00 SS#:	Gross SALARY	YTD	5,300.00 6,300.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 30 FW 28	Married/04	481.95				
SMITH, JOELLEN #3312 Hire: 08/12/1994 Gender: M Missing SS#				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Yankets FW 28	Married/00 Single/00					
SMITH, RHONDA #3329 35 NORTON LANE DEVON, CT 06460 Hire: 04/13/1995 Gender: M Rate: 89.0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/					
VANGUARD GROUP #9903 PO BOX 2600 9889387738 VALLEY FORGE, PA 19482 Hire: 06/19/1995 Gender: M SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Payment		GARNISH			
WASHINGTON, MARTHA #3323 78 NIGHT LANE STAMFORD, CT 06460 Hire: 08/17/1995 Gender: M Salary: 1,200.00 SS#:	Gross SALARY		8,400.00 8,400.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/00	642.60 813.32 7.08				
Totals	Gross REGULAR O/TIME SALARY VACMEM ADMMEM	79.50 0.25 78.75 79.75	44,506.77 1,698.99 7.78 42,806.00	SS/Med Fed Wt CT State		3,397.40 1,051.58 90.16	401 K MED125 DENTAL P A I VISION MSC. X DED		390.00 87.65 4.00 1.80 2.87 -3.83 250.00	
10 - Department										
ATKINSON, ROGER C #0008 301 HAVILAND ROAD STAMFORD, CT 06905 Hire: 02/14/1994 Gender: M SS#:				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Single/01					Net Pay to Saving ACCT #45678912315 BANK #021102330

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WATSON, JON D 1254 SKYLINE DRIVE HAMDEN, CT 06514 Salary: 1,00.00 SS#:	Gross SALARY	YTD	700.00 700.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/04 Single/04	53.55				Net Pay to Checking ACCT#:78945214 BANK #021102330
WILLIAMSON, MICHAEL F 119 MAIN STREET WEST HAVEN, CT 06516 SS#:				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Single/01					Net Pay to Checking ACCT#:1243284154 BANK #021102330
10 - Department Totals	Gross SALARY		700.00 700.00	SS/Med		53.55				
2A - BUILDING										
BALANCE, INLIFE 13 BAD LUCK TERRAACE WASHINGTON, CT 06460 Salary: 1,200.00 SS#:	Gross SALARY		8,400.00 8,400.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/02	642.60	X DED LOANS	\$ 100.00	700.00	
HORTON, WILLIAM 42 BOWEN AVENUE NEWTON, CT 06460 Rate: 12.5000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/00					
2A - BUILDING Totals	Gross SALARY		8,400.00 8,400.00	SS/Med		642.60	LOANS		700.00	
2B - SALES										
BLUE, BILLIE 20 HAY LANE STAMFORD, CT 06460 Rate: 12.5000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/00					
2B - SALES Totals										
20 - RECEIVING										
CROWLEY, CYNTHIA 11 BROADWAY MILFORD, NY 12578 Salary: 1,200.00 SS#:	Gross SALARY		8,400.00 8,400.00	SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Single/01	642.60 522.07 149.94 18.20				

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ETU WILLIAM 42 ELM STREET DANBURY, CT 06490 Hire: 08/23/1995 Gender: M Rate: 18.4500/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/03					
FOSTER, JODIE 55 WEST WINDS ROAD WESTPORT, CT 06460 Hire: 02/27/1995 Gender: M Rate: 65.0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/06					
PLATT, KARIN D 153 RICHMOND AVENUE BRONX, NY 06158 Hire: 02/14/1994 Birth: 01/21/1949 Gender: M Other: 1101 SS#:				SS/Med Fed Wt NY State NY DIS NY UNEMP City/Local NYRE FW 28	Single/00					
20 - RECEIVING Totals Gross SALARY			8,400.00 8,400.00	SS/Med Fed Wt NY State NY DIS		642.80 522.07 149.94 18.20				
30 - SHIPPING PEPSI, CAROLYN 28 SALEM WALK BRONX, NY 06460 Birth: 07/04/1970 Gender: M Salary: 4,000.00 Other: 2201 Labor Distribution: FL SS#:				SS/Med Fed Wt NY State NY DIS NY UNEMP. Credit Weeks: 30 City/Local NYRE FW 28	Single/00		TEST			
30 - SHIPPING Totals Gross SALARY			28,000.00 28,000.00	SS/Med Fed Wt NY State NY DIS		2,142.00 4,654.32 1,407.70 18.20			-2,142.00	
40 - ORDER ENTRY COBBY, WILLIAM 5 BOSTON POST ROAD 1 MILFORD, CT 06460 Hire: 03/14/1994 Gender: M SS#:				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Married/10					
40 - ORDER ENTRY Totals Gross SALARY			28,000.00 28,000.00	SS/Med Fed Wt NY State NY DIS		2,142.00 4,654.32 1,407.70 18.20			-2,142.00	

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FOX, MICHAEL J 185 LOPEZ STREET TARRYTOWN, NY 06580 Rate: 20.0000/Hr Other: 2201 Labor Distribution: PL SS#:				SS/Med Fed Wt NY State NY DIS NY UNEMP. City/Local NYRE FW 28	Single/02					
JITSU JOE 501 GRAND AVENUE 2B TARRYTOWN, NY 10741 Rate: 6.7500/Hr SS#:				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Single/00					
40 - ORDER ENTRY Totals										
45 - Department										
FOX, REDD 55 FOREST STREET HAMDEN CT, 06 12315 Rate: 15.0000/Hr SS#:	Gross SALARY		15,000.00 15,000.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 4 FW 28	Married/2	1,002.15 1,584.17 449.17	401 K MED125 BX 14A	3.0 % \$ 500.00	3,450.00 1,900.00 1,900.00	
45 - Department Totals	Gross SALARY		15,000.00 15,000.00			1,002.15 1,584.17 449.17	401 K MED125 BX 14A		3,450.00 1,900.00 1,900.00	
50 - OFFICE										
KAVANAUGH, FLUFFER 114 HILLSIDE AVENUE WEST HAVEN, CT 06516 Salary: 3,000.00 SS#:	Gross SALARY		21,000.00 21,000.00	SS/Med Fed Wt NY State NY DIS NY UNEMP. Credit Weeks: 30 FW 28	Married/02	1,606.50 1,429.81 828.31 18.20				
MARTIN, JASMINE 892 BOSTON POST ROAD YONKERS, NY 12580 Rate: 10.5000/Hr SS#:				SS/Med Fed Wt NY State NY DIS NY UNEMP. City/Local NYRE FW 28	Married/00					
50 - OFFICE Totals	Gross SALARY		21,000.00 21,000.00			1,606.50 1,429.81 828.31 18.20			1,606.50 1,429.81 828.31 18.20	

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99 - Department PEOPLES COURT OF NY 16 WILSHIRE BLVD TARRYTOWN, NY 11024 #9901 Hire: 03/10/1994 Gender: M				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Payment					
PEOPLES COURT OF CT 1 MAIN STREET WEST HAVEN, CT 06541 #9902 Hire: 03/08/1994 Raise: 03/14/1994 Gender: M				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Payment		GAFNSH			
99 - Department Totals										
CLIENT TOTALS	Gross REG/LAR O/TIME SALARY VAC/LEM ADM/LEM	79.50 0.25 79.75 79.75	126,006.77 1,698.99 7.78 124,300.00	SS/Med Fed Wt CT State NY State NY DIS		9,486.80 9,251.95 539.33 2,385.95 54.60	401 K MED125 DENTAL P A I VISION MISC. X DEED LOANS TEST BX 14A	3,840.00 1,987.65 4.00 1.80 2.87 -3.83 250.00 700.00 -2,142.00 1,900.00		

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EXHIBIT H

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

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Exhibit I

HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and Phenix Salon Suites

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;

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- (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.

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- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

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

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

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- 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.

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- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

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

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

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- 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;

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- 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.

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9. **Hold Harmless/Indemnification.**
- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

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B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

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

County HIPAA Privacy Officer:	HIPAA Privacy Manager
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6471