

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

748



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
March 15, 2011

SUBJECT: UNARMED SECURITY GUARD SERVICES – GENERAL SECURITY SERVICES, INC., AGREEMENT NO. AA-02057

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and execute the one year professional service agreement with General Security Guard Services, Inc. for \$450,000 annually, which contains an option to renew the agreement for two additional one-year periods; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and
3. Authorize the Director of DPSS to administer the program.

BACKGROUND:

Due to the sensitive nature of the services provided by DPSS, the department often uses qualified

Susan Loew

(CONTINUED – 2 PAGES IN TOTAL)

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$450,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 21,600	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 56.36% Federal, 32.86% State, 5.39% Realignment, 4.80% County, 0.59% Other	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 15, 2011
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3.36

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Billy Connet for
Mark Sells, Assistant Director
County Purchasing Department

Departmental Concurrence

Larisa R-McKenna
Larisa R-McKenna
County Counsel

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

SUBJECT: UNARMED SECURITY OFFICER SERVICES – GENERAL SECURITY SERVICES, INC. AGREEMENT NO. AA-02057

BACKGROUND (cont'd):

security guards at the offices.

PRICE REASONABLENESS: On October 6, 2010, Purchasing released a Request for Quote (RFQ), mailing solicitations to companies on the bidders list and advertising on the County's internet. 30 responses were received, with proposed quotes submitted by all vendors.

The Quotes were reviewed by an evaluation team consisting of personnel from DPSS Contracts Administration Unit and DPSS Inspections Unit. The team reviewed and scored each proposal based on the bidders' overall responsiveness to the requirements of the scope of services requirements of the RFQ. Of the 30 quotes, the proposed quote received from **General Security Services, Inc.**, was selected as the most responsive vendor, submitting an annual cost that shall not exceed \$450,000. The other bidders proposed quotes ranged from \$451,130 to \$630,755.

The evaluation committee recommends that the award be given to General Security Services, Inc. as the lowest responsive/responsible vendor with the annual amount of \$450,000.

General Security Service, a for profit California Corporation, has had a strong presence in Southern California for over 66 years serving both the public and private sector. General Security Service has been providing armed and unarmed contract security officers, specialized contract patrol service and full service investigations since 1944. General Security Service serves all areas of Riverside County including Indio with an area manager specifically for the Riverside County area. Approximately 25% of General Security Service work force is bilingual and is available for immediate deployment.

FINANCIAL DATA:

56.36% Federal, 32.86% State, 5.39% Realignment, and 4.80% County, 0.59% Other. The total cost to the County for these services is \$21,600.

ATTACHMENT(S):

Agreement No. AA-02057 between DPSS and General Security Services, Inc.

REVIEW/APPROVAL: County Purchasing concurs with this request.

SL: pf

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you

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


PROFESSIONAL SERVICES AGREEMENT: AA-02057
CONTRACTOR: General Security Services, Inc.
AGREEMENT TERM: July 1, 2011 through June 30, 2012
MAXIMUM REIMBURSABLE AMOUNT: \$450,000

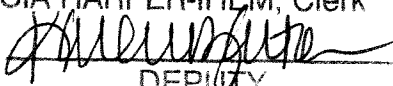
WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to utilize unarmed security guard services to ensure the safety and protection of DPSS clients, employees and facilities;


WHEREAS, General Security Services, Inc. is qualified to provide unarmed security guard services;

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

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

Authorized Signature for County:	Authorized Signature for Contractor:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
Bob Buster	Brian Hanhart
Title:	Title:
Chairman, Board of Supervisors Riverside County	Chief Executive Officer
Address:	Address:
4080 Lemon Street Riverside, CA 92501	393 West La Cadena Drive, #4 Riverside, CA 92501
Date Signed:	Date Signed:
MAR 15 2011	

REC'D
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  3/1/11
DATE

MAR 15 2011 336

GENERAL SECURITY SERVICES, INC.

UNARMED SECURITY GUARD SERVICES

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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List of Exhibits

- Exhibit A- DPSS Office Locations/Service Areas
- Exhibit B- Security Guard Requirements
- Exhibit C- Oath of Confidentiality
- Exhibit D- HIPPA Confidentiality Agreement
- Exhibit E -DPSS Form 2076A and Instructions

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

1. "CONTRACTOR" refers to any employee, agent or representative of the contract company.
2. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. For the purposes of this Agreement, DPSS and COUNTY are used interchangeably.

II. DPSS RESPONSIBILITIES

A. DPSS will:

1. Assign DPSS staff to be the liaison between the Contractor and DPSS.
2. DPSS Program and/or Contracts Administration Unit 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.
3. Contact the Contractor when security guard services are required. Provide at least a 24-hour written or verbal notice, when circumstances allow, whenever there is to be an increase or decrease in security officers. Should there be a change in DPSS' requirements for security service, DPSS will adjust the number of personnel when required.
4. Review and approve the background and credentials of each assigned security guard prior to start of assignment.
5. Provide authorization and approval of the Contractor's designated trainer(s) conducting training to Contractor's employees.

III. CONTRACTOR RESPONSIBILITIES

The Contractor Shall:

General Services

- A. Provide unarmed guard services for security patrol 24-hours per day at DPSS facilities, attached hereto as **Exhibit A** and incorporated herein by this reference, whereby security personnel assigned to each facility shall maintain strict client confidentiality at all times. However, this does not mean that there will be 24-hour, round the clock service at most locations. The Contractor must be available to provide security guard services under circumstances where coverage is subject to be needed at any or all hours (24-hours, 7 days a week), such as during emergencies, or scheduled events/occasions (which may occur outside the constraints of regular working hours of 7:00 a.m. to 6:00 p.m.).

- B. Assign a minimum of ten (10) full-time uniformed unarmed security guards, unless otherwise specified by DPSS to provide security patrol at DPSS facilities as needed. The security guards must be adequately briefed regarding their specific assignment and competently trained to handle it on a continual basis until such time that DPSS determines that such staffing is no longer required or necessary.
- C. Ensure that all security officers assigned to DPSS facilities shall meet the requirements of the California State Department of Consumer Affairs, Bureau of Security and Investigation Services, and possess a current, permanent guard card.

Administration

- D. Collaborate with and receive direction from the DPSS Chief of Investigations, or the Chief's appointed designee.
- E. Assign one (1) full-time Account Manager. The Account Manager shall be responsible for ensuring that all DPSS posts are properly supervised and staffed with properly trained security guards. Maintain weekly summary reports and submit to DPSS Investigations Unit upon request.
- F. Obtain verbal and/or written authorization for clearance to work at the specified DPSS office for all security personnel before they are initially assigned, or incur a change in assignment. DPSS will require the right to review the credentials of each assigned security guard prior to approving them.
- G. Provide DPSS with a comprehensive phone list for all the Contractor's key personnel, including but not limited to the President, the Operations Manager, and the Account Manager. The phone list shall provide contact information that will allow DPSS 24-hour access to security services. List shall also include any necessary on-call emergency information.
- H. Work with each DPSS site manager to give feedback on security issues.
- I. Notify DPSS Chief of Investigations or the Chief's appointed designee immediately when guards at the assigned posts per schedule are absent or tardy.
- J. Obtain prior approval from DPSS in the event that the Contractor opts to use its company's vehicles or golf carts to patrol DPSS facilities.
- K. Provide all security guards with cell phone and DPSS site managers with cell phones number of the security guard.
- L. Assume full liability for any of their employees in the exercising of any police authority. Security personnel powers of arrest are no greater than that of a private citizen.
- M. Provide all security guards assigned to DPSS facilities with a copy of the Security Officer Requirements, attached hereto as **Exhibit B** and incorporated herein by this reference. The Contractor shall ensure that security guards sign this document and abide by these guidelines.
- N. Require that all security guards sign an Oath of Confidentiality attached as **Exhibit C**, and incorporated herein by this reference.
- O. Require that all security guards sign a statement of compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), attached as **Exhibit D** and incorporated herein by this reference.
- P. Maintain documentation in each security guards personnel file to verify the following minimal background investigations and testing have been conducted and completed

prior to assignment. Each personnel file shall include but is not limited to the following documents:

1. Live Scan criminal history check through the Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI); maintain a copy of guard card as proof of completion.
 2. Contractor's criminal background investigation;
 3. Personal references and credit history checks;
 4. Physical and drug/alcohol testing;
 5. Copy of the First Aid/CPR certification/completion;
 6. Copy of all required training documentation
 7. Signed Security Officer Requirements (Exhibit B); and
 8. Signed Oath of Confidentiality (Exhibit C).
 9. Signed HIPPA Agreement (Exhibit D)
- Q. Ensure all unarmed security guards shall meet the requirements (possession of a current guard registration permit) of the California State Department of Consumer Affairs, Bureau of Collections, and Investigations. Membership in the American Society for industrial Security (ASIS) will be considered desirable. Additional information concerning ASIS can be obtained at: www.asisonline.org.
- R. Ensure security guards shall be trained and experienced in their specific duties, and in addition, must be trained in basic first-aid, CPR, the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried. Maintain proof of all training in all security guards' files.
- S. Require the security guard's appearance, attitude, politeness, and job knowledge are influential in creating a favorable image. No smoking, reading of unauthorized material, eating, napping, or grooming shall be permitted while officers are in public view. No personal phone calls will be permitted, except in an emergency. No use of hand held electronic games or multi-media devices such as an iPod or MP3 shall be permitted while officers are on duty.
- T. Require security guards to take reasonable precautions not to place themselves in situations, which would encourage violence or abuse against them or other persons in the area.
- U. Provide, at a minimum, security services in accordance with AB2880, Chapter 886 of Statutes of 2002, escort DPSS employees to their vehicles (if required), and summon the appropriate police/fire authority and/or appropriate DPSS personnel, when necessary.
- V. Require security personnel to use no unreasonable force unless absolutely necessary for self-defense. When necessary, the proper police authority shall be summoned. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
- W. Require security guards to use discretion in dealing with situations that do not readily fall into specific categories.
- X. Require security guards possess and exercise strong personal interactive skills in dealing with the public.
- Y. Require security guards to keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

- Z. All assigned security guard will carry and be fully trained in the use of portable communications units (cell phones, radios) and maintain the ability to readily communicate with the assigned COUNTY staff, and with other agencies, such as fire, police, and ambulances at all times during working hours.
- AA. Require all security guards to patrol DPSS facilities on foot, checking all interior and exterior doors according to established guidelines specified in the Post Orders for the location in which the officer has been assigned. Security guard must also log in as indicated in the Post Orders for each DPSS facilities.
- BB. Require security guards to monitor the surveillance monitor (if provided) for any unusual or suspicious behavior and investigate as necessary.
- CC. Require security guards to log and report (on a daily basis) all serious incidents to the DPSS designee including, but not limited to, any bomb threats, accidents to any member of the public or personnel and/or vehicles, acts of violence, theft, and for all incidents which require the response of emergency personnel.
- DD. In case of an emergency, require security guards to enforce a restrictive admittance policy allowing only DPSS employees with proper identification badge, clients, and law enforcement, in accordance with security procedures.
- EE. Require security guards to take lunch on the premises.

IV. QUALITY ASSURANCE REQUIREMENTS:

- A. Complete, at the minimum, weekly (unannounced or announced) inspections of each DPSS facility where security guards are assigned. Inspections are to be conducted by the Contractor (management personnel), and shall be documented in a Weekly Activities Reports log. The Contractor will work with DPSS to coordinate scheduled inspections. The Contractor is expected to make contact with DPSS to determine the progress of the services provided, identify problems that need to be addressed, and offer immediate corrective measures. Sites that are deemed more vulnerable may be inspected on a more frequent basis. Meetings will also be held upon request of either DPSS or the Contractor.
- B. Develop written Post Orders that describe the security plan and specific post duties for each location that a security guard is to be assigned. On-time response scenario and situations should be included within these instructions. Post orders shall be approved by the Chief of Investigations and will include, but are not limited to the following:
 - 1. Timing of specific duties to be discharged, such as locking and opening doors, turning lights off and on, etc.;
 - 2. Checking critical devices such as the security system alarm and/or fire panel, valves, or gauges, as required per facility on an as needed basis;
 - 3. Required reading and signing updates of Post Orders to confirm the guards understanding and compliance; and
 - 4. Contractor's management personnel documentation of post checks and on-the-job training.
- C. The Contractor's management personnel are required to review the Post Orders for completion, accuracy, address DPSS directives, ensure that all security guards are trained to execute the duties required of their posts, and that each security guard is following the written set of instruction at each post. Post Orders are to remain on-site at all locations where a security guard is assigned.

- D. Make recommendations on any necessary physical and systems upgrades.
- E. Maintain a written shift log which records all routine security activities during each guard's shift. Incidents, such as accidents, unusual events or unlawful acts are to be referenced in the shift log and detailed in an Incident Report. Provide weekly reports as requested by DPSS.
- F. Any incidents that involve injury, property damage, criminal activity, law enforcement/paramedic/fire department response, or the use of force must be immediately reported to DPSS's Chief of Investigations or designee. Additionally, the security guard must complete an Incident Report before the end of their shift. The incident report is to be reviewed and signed off by the Contractor's management personnel and within 24-hours of the incident, provides a copy to DPSS with the matching shift log.
- G. Conduct unannounced/random drug and/or alcohol screening of security guards assigned to DPSS facilities. At least four (4) security guards per quarter are required to undergo drug and/or alcohol screening. The Contractor must document and log these events for DPSS review.

V. TRAINING REQUIREMENTS

- A. Cross-train security guards on DPSS facilities/assignments, to ensure proper coverage in the event of call-offs.
- B. All security guards must attend and successfully complete the Contractor's Training Program. The Training Program shall consist at a minimum, a customized modular training curriculum that incorporates various scenarios and role-playing exercises, videos, PowerPoint presentations, handout materials, and verbal and written testing to ensure that security guards are thoroughly prepared for their assignment. Training shall also include specific practices as specified in the curriculum developed by DPSS.
- C. Training shall be conducted by a designated trainer(s). Provide DPSS with a copy of the training conducted.
- D. Security guards trainees who have not been previously assigned to a DPSS facility shall receive a minimum of 40-hours of formal training prior to being assigned to a DPSS facility. In addition, they are required to receive a minimum of 8-hours of on-site training with a Supervisor or veteran security guard prior to being scheduled to work at a location alone.
- E. Security guard trainees shall receive 32 additional hours of training for the remainder of the year, and at least 10-hours of training annually, thereafter.
- F. Maintain training logs that document security guard name, training topic, date of training, length of training, and the printed names and signatures of both the security guards receiving training and the instructor conducting the training.
- G. Security guards must all be certified in First Aid and CPR. Security guards are to maintain certification, and carry certification cards while on duty. The Contractor will maintain a copy of the First Aid/CPR certification/completion documentations in each guard's personnel file.

VI. REPORTING REQUIREMENTS

- A. Weekly, submit the following reports to DPSS upon request:
 - 1. Summary of Daily Shift Logs/Daily Activity Report;
 - 2. Weekly Activities Report; and

B. Submit a monthly narrative report to DPSS that provides, at a minimum:

1. Total number of guards provided during the month per service area;
2. Total number of DPSS offices locations served;
3. Total number of new hires and terminations;
4. Problems that occurred during the month;
5. Explanation of how the problems were resolved.

C. Provide to DPSS the following reports:

1. Incident Reports (within 24-hours of incident); and
2. Investigative follow-up reports.

VII. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$450,000.

B. UNIT COST

The Contractor shall be paid at an hourly rate as follows:

UNIT OF SERVICE RATE PER HOUR			
SCHEDULE MODE	SERVICE AREA 1 WESTERN COUNTY	SERVICE AREA 2 MID-COUNTY	SERVICE AREA 3 EASTERN COUNTY
REGULAR	\$ 11.95 /per hour	\$ 11.95 /per hour	\$ 12.24 /per hour
OVERTIME	\$ 16.73 /per hour	\$ 16.73 /per hour	\$ 17.14 /per hour
WEEKENDS	\$ 11.95 /per hour	\$ 11.95 /per hour	\$ 12.24 /per hour
NIGHT HOURS	\$ 11.95 /per hour	\$ 11.95 /per hour	\$ 12.24 /per hour
HOLIDAYS	\$ 16.73 /per hour	\$ 16.73 /per hour	\$ 17.14 /per hour

DEFINITION OF SCHEDULE MODE

REGULAR	To be commensurate with DPSS' business hours of operation.
OVERTIME	When hours of service delivery is outside of normal contractual

	hours or after end of contract <i>(i.e., if Site A regularly requires 12 hours but DPSS requested an additional three hours for security services at the same site, the total number of hours would add up to 15 hours... overtime would then be billed for the three additional hours for Site A)</i>	
WEEKENDS	6:00 A.M. – 6:00 P.M.	Saturday and Sunday
NIGHT HOURS	6:00 P.M. – 6:00 A.M.	Monday through Sunday
HOLIDAYS	6:00 A.M. – 6:00 A.M.	All Major Holidays <ul style="list-style-type: none"> ▪ New Year's Day ▪ New Year's Eve ▪ Martin Luther King Jr. Day ▪ President's Day ▪ Memorial Day ▪ Independence Day ▪ Labor Day ▪ Thanksgiving Day ▪ Christmas Eve ▪ Christmas Day

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by signed employee time sheets. Invoices shall be separated by location. If the required information is not provided, DPSS may delay payment until the information is received by DPSS.
2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
3. All claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
4. The Contractor shall submit DPSS Form 2076A attached hereto as **Exhibit E** and incorporated herein by this reference following the instructions set forth on the form.
5. If the Contractor ceases operation for any period, then no payment will apply for that period. DPSS will reimburse the Contractor for services provided in accordance with the terms and conditions contained herein, in this Agreement.
6. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June are due no later than June 10th. Actual Contractor invoices for June are due no later than July 30th.

D. MODIFICATION OF TERMS

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

E. WITHHOLDING PAYMENT

If Contractor fails to perform specified services or provide services in a timely manner in accordance with the specified requirements of this Agreement, DPSS may withhold partial payment.

F. 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.

G. 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. 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.

H. 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.

I. 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 contract with DPSS.

J. AVAILABILITY OF FUNDING

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

VIII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2011 through June 30, 2012, with two-(2) one year renewal options.

B. 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.

C. 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

CONTRACTOR: General Security Services, Inc.
Chief Executive Officer
393 West La Cadena Drive, #4
Riverside, CA 92501

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
Accounts Payable Unit
10281 Kidd Street
Riverside, CA 92503

D. 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.

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this 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).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. ALCOHOL AND DRUG USE PROHIBITED

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

1. Shall not be in any way impaired because of being under the influence of alcohol or drugs.
2. Shall not possess an open container of alcohol or possess or be under the influence of an illegal drug.
3. Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

4. DPSS may terminate for default or breach of this Agreement, if the Contractor, or its employees are determined by DPSS not be in compliance with the conditions in this section.

G. BONDING

Prior to any disbursements, the Contractor agrees that its insurer shall forward to DPSS an assurance that all persons working at DPSS facilities are covered by a fidelity bond, with a minimum of at least \$10,000 in security guard fidelity bonds on all employees. Provision shall be made such that insurer shall notify DPSS in the event that the bond is cancelled or reduced. In either event, DPSS shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure the County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by DPSS.

H. 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.

I. DEBARMENT AND SUSPENSION

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

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgement rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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.

J. 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.

K. 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.

L. HOLD HARMLESS/INDEMNIFICATION

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

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

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

M. INSURANCE

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

Workers' Compensation:

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **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.

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, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, 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.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

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 an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence 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's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and 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 its 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 and 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 coverage's 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 the 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.

N. LICENSES AND PERMITS

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

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

O. 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.

P. PENALTIES

The Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contracts Code 10115.10.

Q. 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:

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

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

Withhold funds pending a cure of the breach; and/or

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.

R. ASSIGNMENT

The Contractor can not assign any interest in this Agreement, and can not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS.

S. SUBCONTRACT FOR SERVICES

No agreement shall 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 shall not require the approval of agreements of employment between the Contractor and personnel assigned for services thereunder.

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.

T. 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.

U. NOTICE OF DELAY

The Contractor shall, within five (5) days of award of this contract, notify DPSS in writing of any anticipated delay in the performance of this Agreement. This notice shall identify the cause of the said delay and indicate the remedial action to be taken by the Contractor.

V. CONTRACT TRANSITION PERIOD

1. Start-Up Plan

The Contractor shall utilize and implement the transition start-up plan as detailed in the Contractor's proposal for County of Riverside Department of Public Social Services. Contractor shall inspect service locations, recruit and hire staff, and fulfill any other tasks to ensure that service delivery begins smoothly as of July 1, 2011.

2. Termination Plan

When terminating this Agreement, for any reason, the Contractor shall assist DPSS in the orderly transition of security guards to a successor Contractor or other mode of delivery. The Contractor agrees to provide all information deemed necessary by DPSS for use in subsequent contracting activities.

During the transition period, the Contractor shall continue delivering services to the specified areas in Riverside County for DPSS.

W. 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.

DPSS OFFICE LOCATIONS / SERVICE AREAS

Service Area	City	Address
AREA #1 - WESTERN COUNTY	Corona	505 S. Buena Vista Ave., Corona
		1373 Old Temescal Rd, Corona
	Moreno Valley	22850 Calle San Juan De Los Layos, Moreno Valley
		23119 Cottonwood Ave. Bldg. B, Moreno Valley
		23119 Cottonwood Ave. Bldg. A, Moreno Valley
		23119 Cottonwood Ave. Bldg. C, Moreno Valley
		12125 Day St. Ste S101, Moreno Valley
		26520 Cactus Ave., Moreno Valley
	Norco	22690 Cactus Ave., Moreno Valley
		3178 Hamner Ave., Norco
	Riverside	2038 Iowa Ave., Riverside
		2530 Third St., Riverside
		3021 Franklin St., Riverside
		7477 Mission Blvd., Riverside
		731 Palmyrita Ave., Riverside
		3315 Park Ave., Riverside
		5473 Mission Blvd., Riverside
		4060 County Circle Drive, Riverside
		10281 Kidd St., Riverside
		10769 Hole Ave., Riverside
		9991 County Farm Rd. A & B, Riverside
		11060 Magnolia Ave., Riverside
		3610 Central Ave. 5th & 6th Floor, Riverside
		3950 Reynolds Rd., Riverside
		4260 Tequesquite Ave., Riverside
		5961 Mission Blvd., Riverside
		11070 Magnolia Ave., Riverside
		3315 Park Ave., Riverside
3950 Reynolds Rd., Riverside		

**** This list is non-inclusive, and new locations are subject to be added in any or all of the service areas throughout the term of the contract.**

DPSS OFFICE LOCATIONS / SERVICE AREAS (continued)

AREA #2 - MID COUNTY	Banning	161 W. Ramsey, Banning
		63 S. Fourth St., Banning
		901 Ramsey St., Banning
	Lake Elsinore	333 Limited Ave., Elsinore
		575 Chaney St., Elsinore
		1400 Minthorn, Elsinore
	Hemet	43950 Acacia St. Ste. B, Hemet
		1075 N. State St., Hemet
		541 N. San Jacinto St., Hemet
		547 N. San Jacinto St., Hemet
	Murrieta	30755 Auld Rd., Murrieta
	Perris	1151 N. "A" St., Perris
		371 N. Wilkerson Ave Ste. L, Perris
		351 N. Wilkerson Ave., Perris
		2055 N. Perris Blvd, Perris
	Temecula	27464 Commerce Center Dr. Ste. E, Temecula
43264 Business Park Dr. Ste. B1, Temecula		

AREA #3 - EASTERN COUNTY	Blythe	1225 W. Hobson Way, Blythe
	Cathedral City	68-625 Perez Rd. Ste. 2&3, Cathedral City
		68-615 Perez Ste. 8A, Cathedral City
		68-615 Perez Ste. 9A, Cathedral City
		14-201 Palm Dr. Ste. 109, Desert Hot Springs
	Desert Hot Springs	14-201 Palm Dr. Ste. 108, Desert Hot Springs
		82-675 Highway 111, Ste. 3140, Indio
	Indio	48-113 Jackson St., Indio
		47-671 Oasis, Indio
		44-199 Monroe Park., Indio
	Mecca	91-260 Avenue 66, Mecca

**** This list is non-inclusive, and new locations are subject to be added in any or all of the service areas throughout the term of the contract.**

**COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

SECURITY GUARD REQUIREMENTS

1. All unarmed security guards shall meet the requirements (possession of a current officer registration permit) of the California State Department of Consumer Affairs, Bureau of Collections, and Investigations. Membership in the American Society for Industrial Security (ASIS) will be considered desirable.
2. Security guards shall be adequately trained and experienced in their specific duties, and in addition, must be trained in basic first-aid, CPR, the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried.
3. The security guard's appearance, attitude, politeness, and job knowledge are influential in creating a favorable image. No smoking, reading of unauthorized material, eating, napping, or grooming shall be permitted while officers are in public view. No personal phone calls will be permitted, except in an emergency.
4. Security guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations, which would encourage violence or abuse against them or other persons in the area.
5. The COUNTY prohibits the use of arrest powers by security personnel; security personnel powers of arrest are no greater than that of a private citizen. Security personnel shall use no unreasonable force unless absolutely necessary for self-defense. When necessary, the proper police authority shall be summoned. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
6. Security guards shall use excellent discretion in dealing with situations that do not readily fall into specific categories.
7. Security guards must possess and exercise strong personal interactive skills in dealing with the public.
8. Security guards personal appearance must be exemplary. Security guards will be expected to keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.
9. All assigned security guard will carry and be fully trained in the use of portable communications units (cell phones, radios) and maintain the ability to readily communicate with the assigned COUNTY staff, and with other agencies, such as fire, police, and ambulances at all times during working hours.
10. Security guards shall patrol DPSS facilities on foot, checking all interior and exterior doors according to established guidelines specified in the Post Orders for the location in which the officer has been assigned. Security guard must also log in as indicated in the Post Orders for each DPSS facilities.
11. Security guards shall monitor the surveillance monitor (if provided) for any unusual or suspicious behavior and investigate as necessary.
12. Security guards shall log and report (on a daily basis) all serious incidents to the designated facility supervisors including, but not limited to, any bomb threats, accidents to any member of the public or personnel and/or vehicles, acts of violence, theft, and for all incidents which require the response of emergency personnel.
13. Security guards shall enforce a restrictive admittance policy allowing only DPSS employees with proper identification badge, clients, and law enforcement, in accordance with security procedures.
14. Security guards will be expected to take lunch on the premises.

EMPLOYEE PRINT NAME

EMPLOYEE SIGNATURE

DATE

CONFIDENTIALITY CLAUSE

CONTRACTOR/CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. CONTRACTOR/CONSULTANT shall not disclose, except as specifically permitted by this Agreement, or as authorized by the person(s), any oral or written communication, information, or effort of cooperation between COUNTY and CONTRACTOR/CONSULTANT, or between COUNTY and CONTRACTOR/CONSULTANT and any other party COUNTY requires CONTRACTOR/CONSULTANT'S officers, employees, and agents providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.

CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME _____

CONTRACTOR NAME _____

CONTRACT NUMBER _____

Oath of Confidentiality

a) Neither party shall disclose Confidential Information (as hereinafter defined) of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving at the time of disclosure, (4) is generated independently by the receiving party, or (5) is required to be disclosed by law, subpoena or other process.

b) For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, including this Agreement.

Printed: _____
Contractor/Employee Name

Signed: _____ Date: _____
Contractor/Employee Name

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME _____

CONTRACTOR NAME _____

CONTRACT NUMBER _____

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

Printed: _____
Contractor/Employee Name

Signed: _____ Date: _____
Contractor/Employee Name

CONTRACTOR PAYMENT REQUEST

DPSS 2076A (Rev: APRIL, 2003)

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

FROM: _____
 Remit to Name

 Address

 City State Zip Code

 Contractor Name

 Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

Advance Payment \$ _____
 (If allowed by Contract/MOU)

Actual Payment \$ _____
 (Same amount as 2076B if required)

Unit of Service Payment \$ _____
 _____ (# of Units) x (\$) _____
 _____ (# 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 #

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 _____

Comments
 if amount
 authorized _____
 is different _____
 from amount
 requested _____

Fund (10) _____

Dept ID (10) _____

Program (5) _____

Program (If applicable) _____ Date _____

Class (10) _____

Management Reporting Unit _____ Date _____

Project/Grant (15) _____

Contracts Administration Unit _____ Date _____

Vendor Code (10) _____

General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076A

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

Mail Claims Packet to address shown on upper left corner of Form 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

FORM DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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