

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

305



FROM: Department of Public Social Services (DPSS) and County Counsel

SUBMITTAL DATE:
December 15, 2015

SUBJECT: Approval of the Agreement #AA-03226 with Precise Investigative Services, Inc. to provide Court Process Server Services on behalf of DPSS and County Counsel for five years. [Districts All:]
[\$890,000.
DPSS: Federal Funding: 55%, State Funding: 23% County Funding: 2% Realignment: 20%
County Counsel: Federal Funding: 0%, State Funding: 0% County Funding: 100% Realignment 0%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreement # AA-03226 with Precise Investigative Services, Inc. for the period of February 1, 2016 through June 30, 2016 for \$178,000 annually, with options to renew for four (4) additional years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options and to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed 10%, as approved by County Counsel.

(Continued)

Karin Watts Bagan for
Gregory P. Priamos
County Counsel

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	\$ 178,000	\$ 178,000	\$ 890,000	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NCC-DPSS	\$ 1,800	\$ 1,800	\$ 9,000	\$ 0.00	
NCC-County Counsel	\$ 88,000	\$ 88,000	\$ 440,000	\$ 0.00	

SOURCE OF FUNDS:	Budget Adjustment:
DPSS: Federal Funding: 55% State Funding: 23%; County Funding: 2%; Realignment Funding: 20%; Other Funding: 0%	No
County Counsel: Federal Funding: 0% State Funding: 0%; County Funding: 100%; Realignment Funding: 0%; Other Funding: 0%	For Fiscal Years: 15/16 – 19/20

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: January 12, 2016
xc: DPSS, Co.Co., Purchasing

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

Prev. Agn. Ref.: None | District: All | Agenda Number:

3-7

Purchasing & Fleet Services
 Kara Brandl
 Director
 Departmental Concurrence

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11**

Approval of the Agreement #AA-03226 with Precise Investigative Services, Inc. to provide Court Process Server Services on behalf of DPSS and County Counsel for five years. [Districts All], [890,000, DPSS: Federal Funding: 55%, State Funding: 23% County Funding: 2% Realignment: 20% County Counsel: Federal Funding: 0%, State Funding: 0% County Funding: 100% Realignment 0%].

DATE: December 15, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary

On January 31, 2016, the current services for Court Process Servers will end. These services were rebid as the contract for services ended on June 30, 2015 and was extended to January 31, 2016 to allow for the completion of the procurement process. The action of the Court Process Servers will be performed by Precise Investigative Services, Inc. on behalf of the Children's Services Division (CSD) and the Revenue and Recovery Unit (R&R) of DPSS concerning the separation of parental rights, declarations of dependency, recovery of overpayments from temporary assistance violations involving small claims filings that include, but are not limited to, initial filings, Orders for Appearance and Examination Procedures (ORAPS), and writs of execution throughout the counties of Riverside, San Bernardino, Los Angeles, San Diego, and Orange; and other areas within the State of California or the continental United States; and other actions of the court related to child and parental rights throughout Riverside, San Bernardino, Los Angeles, San Diego, Orange Counties, and other areas within the State of California or the continental United States. Additionally, Precise Investigative Services, Inc. will perform investigative and process service activities at the request of County Counsel related to the County's prosecution and defense of County actions including, but not limited to, code enforcement, eminent domain, tort and other litigation cases filed by or against the County. Services were not included in the previous contract for County Counsel.

Impact on Residents and Businesses

DPSS provides several critical services to Riverside County residents. The continuation of these services is critical to providing the Court Action Services to the Riverside County residents and allows the County to continue to prosecute and defend cases in a cost effective manner.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this Agreement was budgeted through the normal County budget process. Funds for this Agreement have been allocated for the FY 15/16 budget. No budget adjustment is necessary.

Contract History and Price Reasonableness

On April 10, 2015, a Request for Quotation (RFQ) #DPARC-432 for Court Process Server Services was released on the Public Purchase website. An email notification was sent to 88 individuals on the Public Purchase Notification Report Bidders list to inform them of this opportunity. The bid closed on May 7, 2015 and quotations were received from five (5) organizations. Upon screening the quotations, it was determined that all five (5) quotations were responsive with regards to having all the required sections.

After reviewing the quotations, it was determined that Precise Investigative Services, Inc. was the lowest responsive, responsible Bidder. The award recommendation is to Precise Investigative Services, Inc.

The estimated total budget for the Court Process Server Services is \$178,000 (DPSS - \$90,000), (County Counsel - \$88,000).

SvZ:ab

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

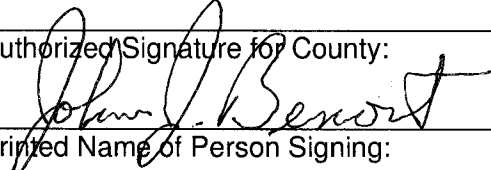
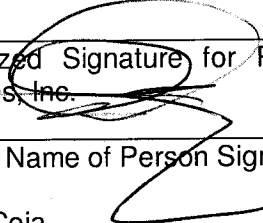
AGREEMENT: AA-03226
CONTRACTOR: Precise Investigative Services, Inc.
EFFECTIVE: February 1, 2016 - June 30, 2016
MAXIMUM REIMBURSABLE AMOUNT: \$178,000.00


WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Court Process Server Services;

WHEREAS, Precise Investigative Services, Inc. (hereinafter referred to as the "Contractor") is qualified to provide Court Process Server Services;

WHEREAS, DPSS desires Precise Investigative Services, Inc., 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 an "Agreement").

Authorized Signature for County: 	Authorized Signature for Precise Investigative Services, Inc. 
Printed Name of Person Signing: JOHN J. BENOIT	Printed Name of Person Signing: David Ceja
Title: Chair, Board of Supervisors	Title: President
Address: 10281 Kidd St. Riverside, CA 92503	Address: 1629 Paramount Blvd Montebello, CA 90640
Date Signed: JAN 12 2016	Date Signed: 12/8/2015

ATTEST:
 KECIA HARPER-HEM, Clerk
 BY 
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: 
 KARIN L. WATTS-BAZAN DATE **12/18/15**

TABLE OF CONTENTS

I. DEFINITIONS	3
II. OBJECTIVES.....	3
III. DPSS RESPONSIBILITIES.....	3
IV. CONTRACTOR RESPONSIBILITIES	4
V. REPORTING.....	7
A. QUARTERLY REPORTS	7
VI. FISCAL	7
A. MAXIMUM REIMBURSABLE AMOUNT	7
B. UNIT OF SERVICE COST RATE	7
C. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT.....	8
D. FINANCIAL RESOURCES	8
E. RECORDS, INSPECTIONS AND AUDITS	9
F. SUPPLANTATION	9
G. DISALLOWANCE	9
VII. ADMINISTRATIVE	10
A. CONFLICT OF INTEREST	10
VIII. GENERAL	21
A. EFFECTIVE PERIOD	21
B. NOTICES	21
C. AVAILABILITY OF FUNDING.....	21
D. DISPUTES	22
E. SANCTIONS	22
F. GOVERNING LAW.....	22
G. MODIFICATION OF TERMS	22
H. TERMINATION.....	23
I. ENTIRE AGREEMENT.....	23

List of Exhibits

- Exhibit A – Proof of Service (JV-310)
- Exhibit B – Court Locations in Riverside
- Exhibit C – County of Riverside and California Court Holidays
- Exhibit D - DPSS 2076A & Instructions
- Exhibit E – Assurance of Compliance
- Exhibit F – HIPAA Business Associated Agreement
- Exhibit G – Medi-Cal Data Privacy and Security Agreement

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "County Counsel" refers to the Riverside County Office of County Counsel.
- B. "CSD" is an abbreviation for the Children Services Division within DPSS.
- C. "Contractor" refers to Precise Investigative Services Inc. and its employees, agents and representatives providing services under this Agreement.
- D. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- E. "R&R" is an abbreviation for Revenue and Recovery Unit.
- F. "Sub-Service" or "Sub-Serve" refers to serving someone, other than the person for whom the service is intended, as long as the recipient is over the age of eighteen years old.
- G. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- H. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. OBJECTIVES

To fulfill the duties of a Process Server for court actions on behalf of the Children's Services Division (CSD), Revenue and Recovery Unit (R&R) of DPSS, and County Counsel concerning:

- A. The separation of parental rights;
- B. Declarations of dependency;
- C. Recovery of overpayments from temporary assistance violations involving small claims filings that include, but are not limited to, initial filings, Orders of Examination (ORAPS), and Writs of Execution throughout Riverside, San Bernardino, Los Angeles, San Diego, Orange, and other areas within the State of California or the continental United States;
- D. Other actions of the court related to child and parental rights throughout Riverside, San Bernardino, Los Angeles, San Diego, Orange Counties, and other areas within the State of California or the continental United States;
- E. County prosecution and defense of County actions including, but not limited to, code enforcement, eminent domain, tort and other litigation cases filed by or against the County.

III. 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. For all services from CSD: The noticing department will attach the "Proof of Service Under Section 366.26 of the Welfare and Institutions Code" cover page, attached hereto as **Exhibit A** and incorporated herein by this reference, to each service request. The cover page should have the "Attorney or Party without Attorney" information completed with the correct address of the appropriate court location.
- D. CSD will mail, by certified mail, court-ordered notices to clients in correctional facilities not accepting personal or substitute serve.

IV. CONTRACTOR RESPONSIBILITIES

A. Personal Process or Substitute Serve Service Requirements

Contractor shall:

1. Provide service of process on court-ordered notices within the time frame prescribed by the California Welfare and Institutions Code 366.23, the California Welfare and Institutions Code 294, the Code of Civil Procedures 527, or within other legal time constraints as mandated by law. Notices include, but are not limited to, notices for hearings, temporary restraining orders, subpoenas, delivery of legal documents, or other matters of the court.
2. Adhere to the California Business and Professions Code Section 22350 and 22353 relating to certifications and qualifications for person performing court process serving.
3. Conduct the service of process in a courteous and professional manner, as a representative of the court and DPSS. The Contractor shall exercise the highest degree of professionalism in all interactions with clients, the party located, and others with whom they come in contact during the service. This includes the ability to be discreet in dealing with confidential information.
4. Identify himself/herself to the party receiving the service of process, on request, by showing their Identification Card provided by the Contractor.
5. Provide process services within the following geographical areas or outlying areas by special arrangement:
 - a) Riverside County
 - b) San Bernardino County
 - c) Orange County
 - d) Los Angeles County
 - e) San Diego County
 - f) Imperial County
 - g) Other counties within the State of California, but outside of the above listed areas
 - h) Outside of the State of California, but within the continental United States.
6. Be available to provide process services 24 hours per day, seven (7) days a week, as necessary to ensure service is effective within the prescribed time frame as mandated by law.
7. Provide immediate same-day service of process on court-ordered restraining orders, or other court matters, as requested in writing by the County.

8. Complete three (3) attempts of services within ten (10) days of pick-up of the court documents for service.
9. Perform substitute service when appropriate. Substituted service (sub-serve) is permitted when the individual party to be served is unavailable. Substituted service allows the process server to leave service documents with another responsible and competent person who is at least 18 years of age living at the residence with the person to be served, or with a person who is in charge of receiving legal documents or mail at the defendant's primary place of business or employment. A second copy must be sent, by first class mail, in an envelope addressed to the defendant at the address where the first notice was delivered. Restraining orders must be personally served on all attempts and may not be substitute served.

B. Children's Services Division Court Server Process

Contractor Shall:

1. Fax court documents from CSD as required. Work assignments for each location may also be transmitted electronically to the Contractor via e-mail or facsimile.
2. Upon completion of service, the process server(s) shall electronically file or deliver proof of service to the Riverside County, County Counsel, at:

Riverside County Counsel's Office
9991 County Farm Road
Suite 113
Riverside, CA 92503; or

Riverside County Counsel's Office
Southwest Justice Center
30755-D Auld Road, Ste. 2221
Murrieta, California 92563; or

Indio County Counsel's Office
82-995 Highway 111, Ste. 201
Indio, California 92201

3. The Contractor must complete the "Proof of Service Under Section 366.26 of the Welfare and Institutions Code cover page" (**Exhibit A**) for each process served.
4. "Proof of Service Under Section 366.26 of the Welfare and Institutions Code" cover page must be delivered along with the original Notice of Hearing to the County, within three (3) days of service of an action.
5. Riverside County, County Counsel may schedule additional pick-ups as required.

C. County Counsel Court Server Process

Contractor Shall:

1. Pick up court documents from County Counsel as required. Documents will be picked up at the receptionist desk in the County Counsel's office at 3960 Orange Street, Fifth Floor, Riverside, CA 92501. Work assignments may also be transmitted electronically to the Contractor via e-mail or facsimile.
2. Upon completion of service, the process server(s) shall deliver proof of service to the County Counsel's office at 3960 Orange Street, Fifth Floor, Riverside, CA 92501.
3. The Contractor must complete the "Proof of Service Under Section 366.26 of the Welfare and Institutions Code cover page" (**Exhibit A**) for each process served.

4. Current working hours for picking up of documents and delivery of proof of service are 8:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise stated in the Riverside County List of Holidays, set forth in **Exhibit C** and incorporated herein by this reference.

D. Revenue and Recovery Court Server Process

Contractor Shall:

1. Pickup documents on Monday, Wednesday and Friday. Work assignments for each location may also be transmitted electronically to the Contractor via e-mail or facsimile.
2. Within three (3) days of service of action, the process server(s) shall file proof of service with the appropriate Riverside County Court. A list of addresses for courts in Riverside is attached hereto as **Exhibit B** and incorporated herein by this reference. A copy of the filed Proof of Service shall be delivered to the Revenue and Recovery Office within the three (3) days of service of action.
3. The liaison for the Revenue and Recovery office may schedule additional pick-ups as required.
4. Current working hours for the Superior Court of California are Monday through Friday, unless otherwise stated in the Court List of Holidays, attached hereto as **Exhibit C** and incorporated herein by this reference. Current working hours for pick up and drop off locations for Riverside County are from 8:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise stated in the Riverside County List of Holidays, attached hereto as **Exhibit C** and incorporated herein by this reference.

E. Attempts at Service

Contractor shall:

1. Repeat attempts at service no less than three times (where willful evasion of service is not suspected). In the event of a willful evasion, Contractor shall report such evasion to the designated County liaison. The liaison shall instruct Contractor how to proceed.
2. Report back to Riverside County, County Counsel or Revenue and Recovery office for direction on whether further attempts should be made.
3. Three failed attempts, or two failed and one completed attempt for the same assignment equates to one service.
4. After a third failed attempt at service or two failed and one completed attempt for the same service, the Contractor shall be entitled to bill for one service, as if one service were completed.
5. If directed by the requesting program person, additional attempts at service shall be performed.

F. Online System

Contractor shall:

1. Make available the following on a secured online system:
 - a) Orders
 - b) Proof of Service
 - c) Declaration of Non-Service
 - d) Electronic Document Transfer

V. REPORTING

A. QUARTERLY REPORTS

Quarterly, cumulative reports shall be provided to DPSS Children's Services Division (CSD), County Counsel, and Revenue and Recovery within thirty (30) days following the end of the quarter in which the services were provided. Reports shall be cross-tabbed, one column for Children's Services Division, one tab for County Counsel, and one for Revenue and Recovery. Reports must be submitted to PDRfeedback@riversidedpss.org, MFranklin@riversidedpss.org and DBonelli@co.riverside.ca.us and must include the following information:

1. The number of notices served on the first attempt;
2. Number of successful 2nd attempts to serve notices
3. Number of successful 3rd attempts to serve notices
4. Number of successful 4th and any additional attempts to serve notices;
5. The number of failed notices;
6. Summary report of notices delivered by county.

VI. FISCAL

A. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$178,000.00 annually.

B. UNIT OF SERVICE COST RATE

Payment will be based on the unit cost per service (or sub-service) for each geographical area identified as follows:

Riverside County, San Bernardino County, Orange County, Los Angeles County, San Diego County

- Normal Service \$27.00
- Same Day Service \$40.00
- Repeat Service Attempt \$10.00

Other Counties within the State of California, outside the above listed areas

- Normal Service \$30.00
- Same Day Service \$60.00
- Repeat Service Attempt \$20.00

Outside of the State of California, but within the continental United States

- Normal Service \$65.00
- Same Day Service \$100.00
- Repeat Service Attempt \$20.00
- Advance Fee \$0.00

Service to Correctional Facilities and Courts

Riverside County, San Bernardino County, Orange County, Los Angeles County, San Diego County

- Normal Service \$30.00
- Same Day Service \$50.00
- Repeat Service Attempt \$0.00
- Advance Fee \$0.00

Other Counties within the State of California, outside the above listed areas

- Normal Service \$35.00
- Same Day Service \$70.00
- Repeat Service Attempt \$0.00
- Advance Fee \$0.00

E-file and/or fax file documents to courts - \$0.00 per page submitted

C. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation showing Program served, unit rate, service type (normal, same day or repeat service attempt) and geographical area, including county and state is not provided, DPSS may delay payment until the information is received by DPSS.
2. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
3. The Contractor shall submit DPSS Forms 2076A (**Exhibit D**), following the instructions set forth. **Exhibit D** is attached hereto and incorporated herein by this reference for request of all payments.
4. The Contractor shall segregate charges for Children Services, Revenue and Recovery, AND County Counsel by assigning a code to each on monthly invoices.
5. The Contractor shall bill County Counsel separately for County Counsel initiated work assignments. Invoices for such work shall be sent to the attention of Cathy Ferguson at 3960 Orange Street, Fifth Floor, Riverside, CA 92501.
6. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

D. 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.

E. 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.
6. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

F. 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.

G. 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.

VII. ADMINISTRATIVE

A. 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.

B. 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.

C. HOLD HARMLESS/INDEMNIFICATION

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 Agreement, 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 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, 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.

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.

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

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.

D. INSURANCE

1. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not

less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c) 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 as additional Insured.

2. General Insurance Provisions – All lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this 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.

- (d) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (e) If, during the term of this 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.
- (f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (h) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

E. 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.

F. 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.

G. 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.

H. PERSONNEL

1. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- (a) All staff who work full or part-time positions by title, including volunteer positions; and
- (b) A brief description of the functions of each position and hours each position worked; and
- (c) The professional degree, if applicable and experience required for each position.

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

2. Background Checks

Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

3. 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:

- (a) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (b) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (c) 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.

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

I. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:

- (a.) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b.) has 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 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.) is 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.) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.

4. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and 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.

J. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

K. COMPLIANCE WITH RULES, REGULATIONS 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.

L. 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 Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

M. 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).

N. FAIR LABOR STANDARDS ACT

1. 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;
2. The Contractor shall notify the DPSS Contracts Administration unit of any:
 - a. 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
 - b. 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.

O. CLIENT CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit E** and incorporated herein by this reference. The Contractor will sign and date **Exhibit E** and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. 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.

2. 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
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. 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:

- (a) Denying a participant any service or benefit or availability of a facility.
- (b) 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.
- (c) 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.

4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients 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.

P. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the Contractor must comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth from the County of Riverside Board of Supervisors Policy No. B-23 and the HIPAA Business Associated Agreement with County of Riverside DPSS as attached hereto as **Exhibit F**.

All social service privacy complaints should be referred to:

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

Q. MEDI-CAL PERSONALLY IDENTIFIABLE INFORMATION

"Medi-Cal PII" refers to Medi-Cal Personally Identifiable Information which is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting In Home Supportive Services (IHSS) operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

The Contractor may use or disclose Medi-Cal Personally Identifiable Information (PII) only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the

explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of the County. The Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

The Contractor agrees to the same privacy and security safeguards as are contained in the Medi-Cal Data Privacy and Security Agreement, attached hereto and incorporated by this reference as **Exhibit G**.

When applicable, the Contractor shall incorporate the relevant provisions of **Exhibit G** into each subcontract or sub-award to subcontractors.

R. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to the County and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

S. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq.

Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

T. TRANSITION PERIOD

The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

- a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:
 - (1.) List of clients that include:
 - (a.) Current contact information;
 - (b.) Assigned social worker.
- b. Discharge summary that includes:
 - (1.) Services received;
 - (2.) Number of hours of services completed;
 - (3.) On-going service recommendations;

(4.) Date for transferring responsibilities.

c. The Contractor shall provide DPSS with copies of client files.

VIII. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective February 1, 2016 to June 30, 2016, with 4 one-year renewal option(s).

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

Invoices and other financial documents:

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

CONTRACTOR: Precise Investigative Services, Inc.
David Ceja, President
1629 Paramount Blvd
Montebello, CA 90640

Contractor "Remit To" address:

Precise Investigative Services, Inc.
David Ceja, President
1629 Paramount Blvd
Montebello, CA 90640

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.

C. AVAILABILITY OF FUNDING

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

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. 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.

F. 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.

G. 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.

H. 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.

I. 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.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
CASE NAME:	
PROOF OF SERVICE UNDER SECTION 366.26 OF THE WELFARE AND INSTITUTIONS CODE	CASE NUMBER:

1. I served a copy of the attached *Notice of Hearing* under section 366.26 on (identify name and relationship to child below):
- a. Name of person served: _____
 - b. Mother Legal/Presumed father Alleged father Guardian Child 10 or over
 Present custodian Grandparent Counsel of record
 2. Manner of service (check proper box):
 - a. **Personal service.** By personally delivering a copy to the person served.
 (1) Date of service: _____ (2) Time of service: _____
 - b. **Substituted service.** By delivering copies to a competent adult at the usual place of residence or business of the person served, and thereafter mailing a copy by first-class mail to the person at the place where the copy was delivered.
 (1) Name of person with whom left: _____
 (2) Date and time of leaving: _____
 (3) Date of mailing: _____
 (4) Place of mailing (city and state): _____
 - c. **Certified mail to residence or business.** (Attach evidence of mailing.)
 - d. **Certified mail to counsel of record.** (Attach evidence of mailing.)
 - e. **First-class mail.** By placing copies in a sealed envelope and depositing the envelope directly in the United States mail with postage paid OR at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar.
 (1) To residence (address): _____
 (2) To business (address): _____
 (3) Date of deposit: _____
 (4) Place of deposit (city and state): _____
 - f. **First-class mail to grandparent.**
 (1) Addressed as follows (name and address): _____
 (2) Date of deposit: _____
 (3) Place of deposit (city and state): _____
 - g. **Publication.** (Attach evidence of publication.)
 - h. **Other:**

3. At the time of service I was at least 18 years of age and not a party to this matter. I am a resident of or employed in the county where the mailing occurred. My residence or business address is (specify):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME) ▶ _____
 (SIGNATURE)

Court Locations in Riverside

Banning Superior Court

311 E. Ramsey Street
Banning, CA 92220
(951) 572-5408

Blythe Superior Court

265 N. Broadway
Blythe, CA 92225
(760) 775-8500

Hemet Superior Court

880 N. State Street
Hemet, CA 92543
(951) 306-3561

Indio Juvenile Court

47-671 Oasis Street
Indio, CA 92201
(760) 393-2617

Indio – Larson Justice Center

47-671 Oasis Street
Indio, CA 92201
(760) 393-2617

Moreno Valley Superior Court

13800 Heacock Street, Bldg. D #201
Moreno Valley, CA 92553
(951) 777-3147

Murrieta Southwest Justice Center

30755-D Auld Road
Murrieta, CA 92563
(951) 704-7634

Riverside Juvenile Court

9991 County Farm Road
Riverside, CA 92503
(951) 777-3147

County of Riverside Holidays

The County of Riverside will be closed on the following days:

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 13
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
*Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.

Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

California Court Holidays

Riverside County Courts will be closed on the following days:

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 13
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.

Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: D

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

From: Precise Investigative Services, Inc.
Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- | | | |
|--|----------|--|
| <input type="checkbox"/> Advance Payment
(if allowed by Contract/MOU) | \$ _____ | <input type="checkbox"/> Actual Payment \$ _____
(Same amount as 2076B if needed) |
| <input type="checkbox"/> 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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

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

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

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

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

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

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory (required). Original Signature needed for payment.

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

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

Precise Investigative Services, Inc.
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

HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and Precise Investigative Services, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the AA-03226 (the "Underlying Agreement") between the County of Riverside ("County") and Precise Investigative Services, Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties **November 1, 2015** (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

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

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of 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 Hold such PHI disclose such PHI and/or ePHI that the person will:
 - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide data aggregation services relating to the health care operations of 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 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

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

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section,

understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

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

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

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

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

----- **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** -----

County Departmental Officer: _____
 County Departmental Officer Title: _____
 County Department Address: _____
 County Department Fax Number: _____

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of Riverside, Department of Public Social Services.**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of Riverside, Department of Public Social Services ("County Department") enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Riverside, Department of Public Social Services workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and 2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of the In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.

C. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:

1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.

C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.

B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.

C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.

D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which

indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.

B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.

D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.

H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.

I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.

K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.

L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators,

developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.

M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.

N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.

Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.

R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.

S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.

U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.

B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.

C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.

D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the

mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

DHCS Privacy Officer DHCS Information Security Officer
Privacy Officer
c/o: Office of Legal Services
Department of Health Care Services
P.O. Box 997413, MS 0011
Sacramento, CA 95899-7413
Email: privacyofficer@dhcs.ca.gov
Telephone: (916) 445-4646

Information Security Officer
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413
Email: iso@dhcs.ca.gov
Telephone: ITSD Help Desk
(916) 440-7000
(800) 579-0874

B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.

C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.

D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.

E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS

shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement. The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply.

The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.

B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding; DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all

reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XIV. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this 4th day of September, 2008.

For the County of Riverside, Department of Public Social Services:

//SS// Susan Loew
Director

For the California Department of Health Care Services:

Stan Rosenstein
Chief Deputy Director
Health Care Programs