

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



ITEM  
3.34  
(ID # 7477)

MEETING DATE:  
Tuesday, July 17, 2018

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Three-Year Agreement with Reading and Beyond for Implementation of a CalFresh Employment and Training Program, without seeking competitive bids. [Districts: All]; [FY 18/19 Cost \$673,061, FY 19/20 Cost \$602,761, FY 20/21 Cost \$602,759, FY 21/22 Cost \$150,690, Aggregate Cost \$2,029,271, and up to \$202,927 for Additional Compensation Provisions - Federal Funding 93% and 7% Vendor-Provided Match]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Board Chairman to execute agreement # CW-03904 with Reading and Beyond for implementation of a CalFresh employment and training program, without seeking competitive bids, for an aggregate amount of \$2,029,271, effective date of execution through September 30, 2021.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy

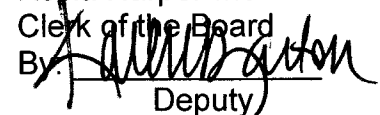
  
Susan Von Zabern, Director of Public Social Services 6/20/2018

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: July 17, 2018  
xc: DPSS. Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 673,061	\$ 602,761	\$ 2,029,271	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal Funding: 93%; Private Funding: 7%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> FY 18/19 to FY 21/22	

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

**BACKGROUND:**

**Summary**

The county currently administers an in-house CalFresh employment and training program (CFET), which is available to qualifying participants from the 110,000 households receiving CalFresh benefits. The CFET program is a voluntary program with the goal of assisting Non-Assistance CalFresh (NACF) recipients reach self-sufficiency through workforce development. NACF recipients are those individuals receiving CalFresh benefits each month, but no monthly cash grant for themselves under the California Work Opportunity and Responsibility to Kids program. Implementation of a CFET program includes providing participants with job readiness training (soft skills), individualized and focused case management, referral to vocational training and connection to resources.

Recently, the County decided to seek proposals from outside parties to implement a CFET program replicating the Fresno Bridge Academy model. On July 12, 2017, the County released a Request for Proposals (RFP) via the Public Purchase website and direct emails. As a result, a total of 113 vendors were informed of the RFP. However, by the RFPs closing date of August 17, 2017, only one bidder submitted a proposal. An evaluation team reviewed and evaluated the proposal, but deemed it non-responsive. The County conducted a survey to determine why only one bidder submitted a proposal. While the survey inquiry was submitted to all the 113 entities that received notice of the RFP, only one responded indicating that it did not bid because it did not meet the RFP requirement of being a non-profit agency.

The county performed an informal analysis of Community Based Organizations in Riverside County and determined that few of those organizations had the qualifications to replicate the Bridge Academy model. In addition, the qualified organizations did not respond to the initial RFP, and it is possible the same would be the case if a second RFP were published. As such, the county recommends implementing the CFET program by awarding a single-source contract to Reading and Beyond (RaB), developer and administrator of the Fresno Bridge Academy. RaB also has extensive experience working with the target population and an in-depth understanding of the work and services necessary for successful implementation of the Bridge Academy model in Riverside County. On May 29, 2018, the Purchasing Director approved the

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Single Source Justification (#19-003) for RaB to implement the CFET program in Riverside County.

Through the attached agreement, the county will contract with RaB to implement the CFET program by replicating the FBA model to provide services to qualifying participants in the county's metro region, including the cities of Corona, Moreno Valley, Norco and Riverside. The FBA model enrolls families for a period of 18 months with the goal of placing families on a pathway to self-reliance. The FBA model consists of assessment, case management, workshops, and trainings designed to increase the qualifying participants' employability. The CFET program will include the following components:

1. Job Club/Job Search Training –enhancing the participants' job readiness by providing instruction in job seeking techniques and increasing motivation and self-confidence by providing training and assistance in preparing resumes and cover letters, filling out applications, and conducting job interviews.
2. Education – providing educational programs or activities to improve basic skills or otherwise improve employability, including services for basic literacy, adult basic education, English as a Second Language, High School Diploma equivalency and post-secondary education.
3. Job Retention – available to participants who obtain employment during the federal fiscal year to assist them with preventing or overcoming issues that may affect sustaining employment and self-sufficiency, including providing participants with employment services counseling, case management and ancillary supportive services, such as: transportation, work attire, books/school supplies, tools, minor automobile repairs and union dues.

To fulfill the FBA model's foundational commitment to a holistic approach to self-reliance, RaB will also provide participants with wraparound services. Those services include referrals to non-traditional employment and training services that help eliminate additional barriers to self-reliance and promote continued success for participants and their families. While RaB will be required to provide referrals to wraparound services, the wraparound services themselves are not funded through the CFET allocation and will not be required to be provided in-house. RaB will refer families to free services or leverage the service costs with private funds. The wraparound services include: financial literacy training, digital literacy training, nutrition classes, parenting classes, legal services, children's academic enrichment programs, after-school programs, arts education programs and other trainings/resources required by participants' circumstances. RaB will also refer participants' children to appropriate service providers to help children achieve proficiency goals in reading and math, ensure exposure to the arts and ensure children are regularly attending school.

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**Impact on Residents and Businesses**

Approval and execution of the agreement will allow the Department of Public Social Services, Self-Sufficiency Division to continue to provide employment and training services to qualified CFET participants to enhance their employability and improve their job-readiness.

**Additional Fiscal Information**

Funding for this agreement will be included in the county budget and will be available in FY 18/19 through 21/22. Budget adjustments will not be necessary.

Description:	FY18/19	FY19/20	FY20/21	FY21/22	Total
One-time Costs:					
<i>Direct &amp; Indirect Costs</i>	\$569,491	\$519,905	\$519,903	\$129,976	\$1,739,275
Ongoing Costs:					
<i>Ancillary Support Costs</i>	\$103,570	\$82,856	\$82,856	\$20,714	\$289,996
Total Costs	\$673,061	\$602,761	\$602,759	\$150,690	\$2,029,271

**Contract History and Price Reasonableness**

For over 20 years, the county administered a CFET program in-house. Recently, the county made a financially-strategic decision to outsource the program to an outside party, as doing so would be cost-effective. Under the attached agreement, the county will pass-through federally-allocated funds to RaB to implement the program, with capacity of approximately 340 customers per year. The federal funding for ancillary support services requires 50 percent matching funds, which will be approximately \$52,000 for the first year of the program. Through the attached agreement, RaB will be responsible for providing the matching funding.

In addition, for its in-house program, the county may not use federal funds to pay for wraparound services, which would be beneficial to the participants and would help advance the goals of the program. Under the attached agreement, RaB will be required to provide wraparound services to participants, at no cost to participants or the county, through referrals to community partners and/or private funds.

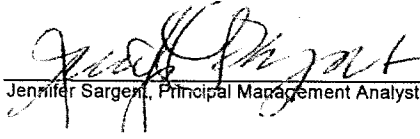
RaB will provide the program with a reasonable monthly cost of approximately \$100 per participant for the 18-month program.

**ATTACHMENTS:**

**Attachment A:** Agreement # CW-03904 with Reading and Beyond for Implementation of a CalFresh Employment and Training Program

**Attachment B:** Single Source Justification

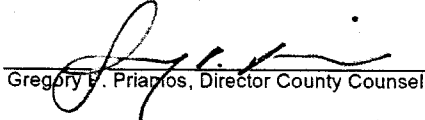
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Jennifer Sargent, Principal Management Analyst

7/12/2018

  
Teresa Summers, Director of Purchasing

7/5/2018

  
Gregory E. Priamos, Director County Counsel

7/5/2018

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

and

**Reading and Beyond  
Implementation of a CalFresh Employment and Training Program  
CW-03904**



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Schedule A – “Payment Provisions”

Schedule B – “Scope of Services”

List of Attachments

Attachment I – HIPAA Business Associate Agreement

Attachment II – PII Privacy and Security Standards

Attachment III – Assurance of Compliance

Attachment IV – DPSS 2076A, DPSS 2076B & Instructions

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between Reading and Beyond, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "CONTRACTOR" refers to Reading and Beyond including its employees, agents, representatives, subcontractors, suppliers, and volunteers.
- C. "DPSS" or "COUNTY" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I - HIPAA Business Associate Agreement, Attachment II - PII Privacy and Security Standards, Attachment III - Assurance of Compliance, and Attachment IV - DPSS 2076A, DPSS 2076B & Instructions.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon execution and continue through September 30, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.



- B. COUNTY may, upon five (5) calendar days' written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:
  - (1) Stop all work under this Agreement on the date specified in the notice of termination;
  - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

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

9. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under any circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor

from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

10. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to CONTRACTOR.

11. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

- C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

12. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The parties agree to the terms and conditions the HIPAA Business Associated attached as Attachment I.

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information ("PII") refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, 42 Code of Federal Regulations ("CFR") section 431.300 et seq., and 45 CFR 205.50 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 client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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 claim or action so long

as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, 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.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.
- C. 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 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 to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to COUNTY 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 COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. 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, 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 CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. 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.

16. WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, 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.

17. 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 COUNTY as Additional Insured.

18. 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 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.

19. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of this Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents,

representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the Agreement cyber liability insurance for claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

20. **INDEPENDENT CONTRACTOR**

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

21. **USE BY POLITICAL ENTITIES**

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

22. **LICENSES AND PERMITS**

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

23. **NO DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or

agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

25. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. 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, if applicable, with the provisions of the Fair Employment and Housing Act and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who 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.

D. By signing this Agreement or accepting funds under this Agreement, 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).

E. CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

26. PERSONNEL

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

- (1) All staff who work full or part-time positions by title, including volunteer positions;

- (2) A brief description of the functions of each position and hours each position worked;
- (3) The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on 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 occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify 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, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. **Background Checks**

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice. A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

27. **LOBBYING**

A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

28. **ADVERSE GOVERNMENT ACTION**

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at



least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

29. **SUBCONTRACTS**

A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:

- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; 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; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

30. **SUPLANTATION**

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. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. 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 COUNTY.

31. **ASSIGNMENT**

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

32. **FORCE MAJEURE**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

33. GOVERNING LAW

This Agreement shall be governed by 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 Superior Court for the State of California or the U.S. District Court located in Riverside, California.

34. DISPUTES

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

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

35. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

36. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. CONTRACTOR will sign and date Attachment III and return it to COUNTY along with the executed Agreement. 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.

B. Client Complaints

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

<http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
 Riverside County Department of Public Social Services  
 7894 Mission Grove Parkway, Suite 100  
 Riverside, CA 92508  
 (951) 358-6841

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

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

37. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

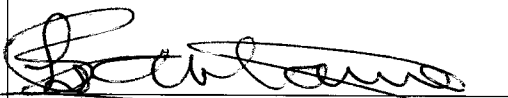


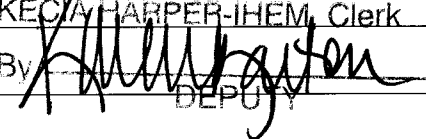
COUNTY:  
 Department of Public Social Services  
 Contracts Administration Unit  
 P.O. Box 7789  
 Riverside, CA 92513

Invoices and other financial documents:  
 Department of Public Social Services  
 Fiscal/Management Reporting Unit  
 4060 County Circle Drive  
 Riverside, CA 92503

CONTRACTOR:  
 Reading and Beyond  
 Executive Director  
 4670 E. Butler Ave.  
 Fresno, CA 93702

CONTRACTOR "Remit To" address: Same as above

- 38. **SIGNED IN COUNTERPARTS**  
 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- 39. **MODIFICATION OF TERMS**  
 This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.
- 40. **ENTIRE AGREEMENT**  
 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for CONTRACTOR 	Authorized Signature for COUNTY 
Printed Name of Person Signing: Luis Santana	Printed Name of Person Signing: Chuck Washington
Title: Executive Director	Title: Chair, Board of Supervisors
Date Signed: 06/28/18	Date Signed: JUL 17 2018
Authorized Signature for CONTRACTOR 	
Printed Name of Person Signing: James A. Aleru, CPA	ATTEST: KECIA HARPER-IHEM, Clerk
Title: Treasurer	By:  DEPUTY
Date Signed: 6/28/2018	

FORM APPROVED COUNTY COUNSEL  
 BY:   
 DANIELLE D. MALAND  
 DATE: 7/5/18

Schedule A  
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS  
The total annual payments to CONTRACTOR shall not exceed:

FEDERAL FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon execution through September 30, 2018	\$220,991
October 1, 2018 through September 30, 2019	\$602,760
October 1, 2019 through September 30, 2020	\$602,761
October 1, 2020 through September 30, 2021	\$602,759
Total	\$2,029,271

COUNTY FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon execution through June 30, 2019	\$673,061
July 1, 2019 through June 30, 2020	\$602,761
July 1, 2020 through June 30, 2021	\$602,759
July 1, 2021 through September 30, 2021	\$150,690
Total	\$2,029,271

A.2 LINE ITEM  
a. Line Item Budget

Description	Upon execution – June 30, 2019	July 1, 2019 – June 30, 2020	July 1, 2020 – June 30, 2021	July 1, 2021 – Sep. 30, 2021
Salaries	\$287,400	\$296,035	\$297,688	\$74,623
Taxes	\$27,238	\$25,826	\$25,941	\$6,501
Benefits	\$53,169	\$54,766	\$55,072	\$13,805
Travel	\$12,088	\$7,897	\$8,056	\$2,011
Equipment	\$21,075	\$900	\$225	\$0
Supplies	\$25,432	\$6,226	\$3,487	\$604
Facility Rental	\$38,400	\$39,300	\$40,500	\$10,200
Operating Expenses	\$30,408	\$21,141	\$21,121	\$5,279
Indirect Costs	\$74,281	\$67,814	\$67,813	\$16,953
Ancillary Support Costs	\$103,570	\$82,856	\$82,856	\$20,714
Total	\$673,061	\$602,761	\$602,759	\$150,690

- b. CONTRACTOR will provide the following supporting documentation along with its monthly invoice:
1. Payroll, salary, and benefits
    - i. Payroll register or report including employee names, hours, wage rate, wage amount, benefit amount, and pay dates.
    - ii. Time and activity including employee names, dates worked, and hours allocated to DPSS programs.

2. Operating expenses – schedule or statement of costs; allocation basis to CONTRACTOR.
3. Equipment
  - i. Copy of invoice or receipt.
  - ii. Proof of payment.  
Include copy of check, general ledger, or credit card receipt.
  - iii. Applicable documents required in section A.3.a. below.
4. Travel and per diem (if applicable) – mileage report; copy of invoice or receipts.
  - i. Mileage log for DPSS activities including employee name, dates of travel, from/to destination, miles allocated to DPSS programs, and description of business purpose.
  - ii. Proof of payment including copy of check or invoice, original meal receipt, copy of transportation and lodging receipts.
  - iii. Meal and mileage costs will be held to following County limits:
    - (a) Lodging  
Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room-related taxes and fees.
    - (b) Meal Expenses  
The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate.
    - (c) Transportation  
Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if the traveler (1) pays the cost difference or (2) can document that no other option exists and the selected flight is the only option for travel. Airline government and group rates must be used when available.
    - (d) Rental cars  
Actual costs evidenced by a copy of the receipt and inclusive of all related taxes and other rental fees should be submitted along with copies of gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. Government and group rates must be used when available.
    - (e) Private vehicles  
The rate for mileage reimbursements will follow Internal Revenue Service's standard mileage rate.
5. Indirect Costs – Indirect cost schedule; Allocation basis to DPSS.
6. Ancillary Support Costs
  - i. Client purchase record; copy of check.

- ii. The ancillary support costs are funded with 50 percent non-federal and 50 percent federal funds. CONTRACTOR shall provide the 50 percent non-federal match and the 50 percent matching federal funds will be drawn down and reimbursed by COUNTY. The match must be reported to COUNTY using DPSS form 2076B and instructions, attached hereto in Attachment IV.
- c. For expenses claimed based on historical or budget estimates, CONTRACTOR shall reconcile these amounts to the actual expenditures annually within 60 days following the final billing period.

### A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met. CONTRACTOR shall submit the following required documentation with its request for payment:
  - 1. Copy of COUNTY written approval for Assets purchase discussed in section A.4 below.
  - 2. For all Assets purchased, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping, and serial numbers.
- b. All payment claims shall be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The payment in the first quarter of the County fiscal year (July-September) will be capped at the remaining federal fiscal year funding level.
- d. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment IV).
- e. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.
- f. Line Item Budget Adjustments requests must be submitted in writing to COUNTY, Contracts Administration Unit.

### A.4 ASSETS

- a. All items purchased with funds provided under this Agreement or those items furnished to CONTRACTOR that have a single unit cost of at least \$200, including sales tax, and a useful life of more than one (1) year, shall be considered "Assets." The title to all Assets purchased vests and will remain in COUNTY. If funding from any State or Federal oversight Agency is used, title shall vest and remain with that State or Federal oversight Agency. If the Assets are used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, CONTRACTOR shall immediately return the Assets to COUNTY or the applicable State or Federal oversight Agency, or its representative, or dispose of them in accordance with the directions of COUNTY or the State or Federal oversight Agency. CONTRACTOR further agrees to the following:
  - 1. To maintain all Assets in good working order and condition, normal wear and tear excepted;
  - 2. To label and number all Assets, do periodic inventories as required by COUNTY, and maintain an inventory list showing where and how the Assets are being used in

accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY or applicable State or Federal oversight Agency within ten (10) days of any request therefore; and

3. To report in writing to COUNTY immediately after discovery, the loss or theft of any Assets. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to COUNTY.
- b. The purchase of any Assets by CONTRACTOR shall require the prior written approval of COUNTY, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to CONTRACTOR's services or activities under the terms of this Agreement. Requests for written approval of Assets purchase shall be sent to COUNTY's Contracts Administration Unit at the address specified in section 37. NOTICES of the Agreement. COUNTY may refuse reimbursement for any costs resulting from Assets purchased, which are incurred by CONTRACTOR if prior approval has not been obtained from COUNTY.

#### A.5 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

#### A.6 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.



**SCOPE OF SERVICES****I. General**

CONTRACTOR shall:

- A. Provide all services necessary to replicate the Fresno Bridge Academy model in Riverside County under the Riverside County Bridge Academy ("RCBA") program.
  - B. Provide the services specified in this Scope of Services without assistance from subcontractors.
  - C. Comply with all federal funding requirements for all funds CONTRACTOR receives to provide the services.
  - D. Comply with CalFresh Employment and Training Program ("CFET Program") requirements, including, but not limited to, the following:
    1. Complying with program design, participant eligibility requirements, project oversight, and project infrastructure to serve participants in need of program services;
    2. Engaging potential participants;
    3. Conducting participant assessments on all interested applicants determined eligible by COUNTY in the required format designed in the TraxSolutions Database, including, but not limited to, the following:
      - a. Assessment, which must include an in-depth evaluation of employability skills coupled with counseling on how and where to search for employment; and
      - b. Based on the assessment, evaluation of the participant to determine whether it is appropriate to refer the individual to a specific Employment and Training Plan ("E&T Plan") component:

Note: The TraxSolutions Database is an internet-based data and outcome tracking system, which utilizes the nFocus Solutions software.
  4. Assisting COUNTY with the development of the annual COUNTY E&T Plan for state approval; and
  5. Compiling and reporting data for mandatory state reports due quarterly and annually.
- E. Maintain in each participant's file a copy of the Release of Information obtained by COUNTY.
- F. Contact participants after one month of unreturned contact.

- G. Ensure any electronic communication with COUNTY that includes identifying participant information is encrypted according to Advanced Encryption Standards of 128 BIT or higher.

## II. Implementation of RCBA Program

CONTRACTOR's Director shall direct the work of two technical assistance specialists funded by a grant from the James Irvine Foundation to implement the RCBA program.

### A. *Pre-launch technical assistance* shall include the following services:

1. Assisting COUNTY with the formulation of its plan for approval by the California Department of Social Services ("CDSS");
2. Assisting COUNTY secure matching funds;
3. Customizing the location-specific TraxSolutions Database to track participant data by cohort and to provide fields for all data to be tracked;
4. Establishing a local network of wraparound service providers;
5. Implementing an employer relations process;
6. Implementing reporting and evaluation processes;
7. Implementing participant recruitment process, including, but not limited to, referral process from COUNTY; and
8. Hiring staff.

### B. *Post-launch assistance* shall include the following services:

1. Supporting all aspects of Bridge Academy model implementation, including participant recruitment, intake process, individualized family planning, referral process, data management, performance tracking, and cost-benefit analysis;
2. Ensuring fidelity with the principles of the Bridge Academy model, particularly the Career and Family Navigator ("CFN") concept;
3. Training staff;
4. Providing oversight to ensure compliance with COUNTY's E&T Plan requirements;
5. Assisting with reporting requirements; and
6. Performing trouble-shooting activities.

## III. RCBA Program Services

### A. CONTRACTOR shall provide services to interested RCBA participants, including, but not limited to, the following:

#### 1. **Job Club/Job Search Training**

The focus of the Job Club/Job Search component is on job searching and soft skills development. It is comprised of activities that teach participants how to effectively seek employment or how to augment their current employment skills.

CFNs shall:

- a. Complete a participant employability assessment for each participant to identify vocational and psychosocial barriers to employment.
- b. Develop an employability plan for each participant outlining the recommended workshops, appropriate referrals, and short and long term goals.

- c. Refer participants to appropriate workshops and trainings and provide one-on-one mentoring and coaching to address the needs identified during the participant employability assessment.
- d. For vocational needs, refer and/or enroll participants in weekly workshops focused on employment training, job seeking skills, digital literacy, resume writing, interview skills, office etiquette, language proficiency, and other employment-related subjects.
- e. Ensure, at a minimum, that each participant has a resume and application on file and is instructed on how to complete an effective job search training.
- f. Ensure that Limited English Proficiency participants have meaningful, effective, and equal access at every point of contact with program services.
- g. If the participant's assessment indicates barriers to employability in addition to vocational needs, refer the participant to counseling and workshops that seek to overcome domestic barriers.
- h. If participant needs transportation assistance, provide bus tokens for each specific activity (workshop, interview, etc.).
- i. Provide participants with other pre-employment assistance such as pre-employment screenings or interview clothing on an as-needed basis.
- j. Ensure that participants comply with Job Club participation requirements, including, but not limited to, the following:
  - 1) Attending workshops a total of three (3) hours per week for four (4) weeks to complete the Job Club Workshop series within the first three (3) months of enrollment;
  - 2) Contacting their CFN on a bi-weekly basis for coaching and mentoring services to continue working towards participants' employment and training goals;
  - 3) Performing job searching activities individually or meeting with CFN for mentoring and coaching services for a minimum of ten (10) hours per month; and
  - 4) Participating in other workshops for 12 hours during the initial six (6) months of enrollment.
- k. Record participants' progress.

## 2. Education

The goal of the education component is to improve basic and advanced skills to improve participant's employability through educational programs and activities. This component will include in excess of 20 hours of participation per week.

- a. CFNs shall:
  - 1) Complete an intake assessment for each participant to determine if he/she is eligible for participation in the education component.
  - 2) If participant is eligible, enroll him/her in the applicable educational institution, including, but not limited to:
    - a) Adult basic education classes,
    - b) English as a Second Language programs,
    - c) Adult education institutions,
    - d) Community College, or
    - e) University.

- 3) Ensure participants maintain active participation in the program by attending the class on a consistent basis and having weekly contact with the CFN.
- 4) Address participant's educational goals, including enrollment in:
  - a) Workforce Investment Board sponsored trainings,
  - b) Appropriate certificate training program,
  - c) GED/DPSSD preparation, and
  - d) Traditional post-secondary education, including Associate's and Bachelor's Degree programs.

b. Education Navigator ("EN") shall:

- 1) Assist participants obtain their GED or High School Diploma.
- 2) Assist participants prepare for tests such as the CASAS, TABE, or Work Keys.
- 3) Provide homework assistance in post-secondary training.
- 4) Work with participants without a GED or High School Diploma at least once per week for the participants to be eligible for ancillary support.

**NOTE:** All participants seeking assistance to acquire their GED through EN sessions must meet with their CFN and create an email account specifically for GED purposes to which CFN, participant, and EN all have access. This allows for CFN and EN to make purchases for the account and track participants' progress.

- 5) Have small group tutorial available at the site at least one day per week and as needed by the participants.
- 6) Track and report program assignments, participation, and performance.
- 7) Monitor all activities and record participant progress.

3. **Job Retention**

The goal of the Job Retention component is to eliminate barriers that would cause participants to lose their current employment. Once a participant has secured employment, the participant becomes eligible for job retention-related supportive services for up to 90 days after he/she has secured employment.

CFNs shall:

- a. Assess each participant to determine his/her job retention component needs.
- b. Regularly contact the participant to assist in identifying and eliminating any barriers that may have emerged within the scope of the participant's new employment.
- c. In an effort to continue to increase the participants' skills and move them across the ABC's; **A** job, a **Better** job, to a **Career**, interact with participants, including:
  - 1) Monthly contact,
  - 2) Enrollment into applicable workshops,
  - 3) Continued case management,
  - 4) Coaching, and
  - 5) Mentoring.

- d. Address participants' financial barriers and, on an as-needed basis, offer assistance in the form of reimbursement for costs, including, but not limited to, transportation, equipment, tools, and clothing required for the job.
- e. Monitor all activities and record participants' progress.
- f. Track and report program assignments, participation, and performance.

**B. Supportive Services/Participant Reimbursements**

CONTRACTOR shall determine all supportive services to participate in the CFET Program and provide reimbursement to participants for costs, including, but not limited to, the following:

- 1. Training,
- 2. Transportation assistance to and from the authorized activity/worksites for the entire duration of the training (bus tickets, bus passes, gas vouchers),
- 3. Work clothing and uniforms,
- 4. Boots and school supplies, including books,
- 5. Tools and other necessary equipment,
- 6. Minor vision correction (eyeglasses, bifocals, eye exam),
- 7. Basic dental work (teeth cleaning),
- 8. Minor automobile repair,
- 9. Legal services,
- 10. Test fees,
- 11. Union dues, and
- 12. Licensing and bonding fees.

**C. Non-traditional E&T Services/Wraparound Services**

- 1. CONTRACTOR shall provide non-traditional E&T services to address and eliminate participant and/or family psychosocial barriers that impede employment, including, but not limited to:
  - a. Financial literacy training,
  - b. Nutrition classes,
  - c. Parenting classes,
  - d. English language skills,
  - e. Digital literacy classes,
  - f. Management of household budgets, and
  - g. Other trainings and referrals as needed.
- 2. CONTRACTOR shall refer families to wraparound services to help eliminate additional barriers to self-reliance and promote continued success for participants and families, including, but not limited to, the following:
  - a. Childcare,
  - b. Clothing,
  - c. Transportation,
  - d. GED,
  - e. Health insurance,
  - f. Healthcare,
  - g. Food assistance,
  - h. Parenting education,
  - i. Housing assistance,
  - j. Tutoring for children,

- k. Preschool,
  - l. Legal services,
  - m. Financial literacy,
  - n. Holiday resources,
  - o. Immigration services,
  - p. Utilities assistance,
  - q. Mental health services,
  - r. Grieving resources,
  - s. WIC,
  - t. Low-cost internet, and
  - u. Education.
3. On an as needed basis, CONTRACTOR shall refer children of participating families to appropriate service providers to assist with the following:
    - a. Achieve proficiency goals in reading and math,
    - b. Ensure exposure to the arts, and
    - c. Ensure children are regularly attending school.
  4. The non-traditional E&T services/wraparound services will be funded through private and foundation funders such as Wells Fargo, Bank of America, and the James Irvine Foundation and not through the E&T Plan allocation.
- D. CONTRACTOR shall provide to COUNTY income verification for participants every six (6) months.
- E. CONTRACTOR shall ensure that all participating agencies comply with all requirements outlined in the resulting contract between CONTRACTOR and each participating agency.
- F. CONTRACTOR shall provide state and federal agencies access to records as mandated by state and federal laws.

#### **IV. Participants**

- A. In the first full year, and each full year thereafter, CONTRACTOR will provide services for 340 participants and their families.
- B. Every family who participates in the program will be assigned a CFN who will stay with the family from the date of enrollment until completion of the 18-month program.
  1. CFNs will provide the necessary direction that families need to navigate the pathway, support them as they traverse the pathway, and help remove obstacles along the way.
  2. CFNs will maintain a caseload of 60-70 families at one time to ensure the intensity and quality of services are available and provided to each and every RCBA family.

#### **V. Participant Recruitment**

- A. Non-assistance CalFresh adults, which include Abled-Bodied Adults Without Dependents ("ABAWD"), residing in CONTRACTOR's service areas interested in

participating in the RCBA program will be referred by COUNTY to CONTRACTOR for voluntary participation.

- B. CONTRACTOR will utilize phone-based recruitment by using lists of Non-assistance CalFresh adults to be provided by COUNTY on a monthly basis.
- C. CFNs shall contact the Non-assistance CalFresh adults to invite them to attend a one-on-one intake interview to determine if they are eligible for the program.
- D. CONTRACTOR will recruit participants through word-of-mouth and through outreach to schools and programs that serve eligible families.
- E. CONTRACTOR must confirm potential participant's eligibility with COUNTY prior to administering any CFET services.

#### **VI. Service Areas**

- A. CONTRACTOR will serve the areas specified in the Service By Geographical Zone attached hereto as Exhibit 1.
- B. The services will be available to all qualified individuals in the County of Riverside, but CONTRACTOR will target families living in high poverty neighborhoods.

#### **VII. Service Centers**

- A. Service Centers will be located in the areas of greatest need in the metropolitan area for ease of access for participants.
- B. Each Service Center shall include confidential areas for intake interviews and other appointments during which sensitive information is discussed.
- C. Each Service Center shall be in compliance with all applicable federal, state, and local laws.
- D. Commencing on the effective date of the Agreement, CONTRACTOR must have in place safety instructions and equipment necessary to protect participants and others from injury, and equipment and property from damage, in accordance with OSHA guidelines.

#### **VIII. Personnel**

- A. CONTRACTOR shall ensure that the services are provided by staff with the required education and experience. CONTRACTOR shall provide resumes for each staff member who will provide services for the RCBA, including current staff members and new hires.
- B. CONTRACTOR will employ, at minimum, sufficient personnel to fill the following positions:
  - 1. *Program Director* (California Bridge Academies Director) who will:
    - a. Be a part-time employee and will dedicate the following time to the RCBA:
      - 1) 55% in FFY 17/18,
      - 2) 45% in FFY 18/19,
      - 3) 25% in FFY 19/20, and
      - 4) 20% in FFY 20/21.

- b. Direct and oversee the RCBA including, but not limited to:
    - 1) Planning, developing, implementing, and evaluating program goals, policies, and procedures;
    - 2) Consulting with management staff; and
    - 3) Directing program managers responsible for overseeing activities essential to the day-to-day operation of the RCBA.
  - c. See Exhibit 2 for a job description
2. *Program Manager* who will:
- a. Be a full-time employee (40 hours per week) and will dedicate 100% of his/her time to the RCBA after the start-up period.
  - b. Manage the RCBA including, but not limited to:
    - 1) Planning, developing, implementing, and evaluating program goals, policies, and procedures;
    - 2) Consulting with senior management staff; and
    - 3) Directing subordinate staff responsible for executing activities essential to the day-to-day operation of the RCBA.
  - c. See Exhibit 3 for a job description
3. *Lead Career and Family Navigator* who will:
- a. Be a full-time employee (40 hours per week) and will dedicate 100% of his/her time to the RCBA.
  - b. Provide case management duties.
  - c. Assist in the supervision of the RCBA staff and day-to-day activities.
  - d. Recruit and retain a minimum of 40 adult program participants per year.
  - e. Assist staff and program participants in finding additional resources to help overcome barriers that may prevent participants from being able to secure and sustain employment (i.e., childcare, transportation, family support, etc.).
  - f. See Exhibit 4 for a job description
4. Five (5) *CFNs* each of whom will:
- a. Be a full-time employee (40 hours per week) and will dedicate 100% of his/her time to the RCBA.
  - b. Recruit and maintain a minimum of 60 participants per year (30 participants during the start-up period).
  - c. Provide participant services, including, but not limited to:
    - 1) Performing intake assessments,
    - 2) Developing individual service plans,
    - 3) Maintaining frequent contact with participants, and
    - 4) Supporting participants in connecting with community resources and achieving training and career goals.
  - d. Perform detailed and accurate record keeping activities maintaining confidentiality and representing the RCBA to participants and the community.
  - e. See Exhibit 5 for a job description
5. *EN* who will:
- a. Be a part-time employee (up to 12 hours per week) and will dedicate 100% of his/her time to the RCBA, commencing on RCBA's second implementation year.
  - b. Provide in-house GED and other academic tutoring services to participants.



- c. Provide one-on-one and small group tutoring sessions to RCBA participants to prepare to obtain their GED or High School Diploma or enroll/complete vocational training/postsecondary education.
  - d. Recommend to the CFN when the participants are prepared to take and pass the GED subtests.
  - e. Provide mentoring enrollment assistance and tutorial for any and all participants' educational needs.
  - f. See Exhibit 6 for a job description
6. *Bridge Academy Capacity Building Specialist* who is CONTRACTOR's employee and who will:
- a. Work with the core team to provide training and technical assistance.
  - b. Provide the following pre-launch technical assistance services:
    - 1) Help formulate County plan for approval by CDSS;
    - 2) Help secure matching funds; and
    - 3) Customize location-specific TRAX portal to track participant data by cohort and to provide fields for all data to be tracked.
  - c. Provide post-launch assistance for up to the first 12 months on an as-needed basis, which is expected to average one (1) to two (2) hours per week.
  - d. Provide assistance during staff hiring and training periods for 24 hours or more per week.
  - e. Be compensated with funds from a grant from the James Irvine Foundation provided to support replication of the Bridge Academy model.
  - f. See Exhibit 7 for a job description
7. *Volunteers*
- a. CONTRACTOR will utilize volunteer interns on an as needed basis.
  - b. See Exhibit 8 for Volunteer/Internship Description
- C. Prospective employees and volunteers must pass a Department of Justice criminal background check. Proof of passing such background check shall be maintained in the employees' and volunteers' personnel file.
- D. Employees and volunteers must provide periodic tuberculosis clearances. Proof of negative tuberculosis test results shall be maintained in the employees' and volunteers' personnel file.

#### **IX. Communication between the parties**

CONTRACTOR will:

- A. Meet with COUNTY's staff on a monthly, quarterly, and/or annual basis or as otherwise needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.
- B. Respond to emails within 24 hours of receipt.
- C. Notify COUNTY at least three (3) months in advance if it is determined that available funds are insufficient to provide services for the number of participants referred.

**X. Confidentiality**

CONTRACTOR shall:

- A. Respect and keep confidential all participants' information and their households' private situation.
- B. Ensure that all electronic communication with COUNTY that includes identifying participant information is encrypted according to Advanced Encryption Standards of 128 BIT or higher.
- C. Ensure proper storage and security of all participants' information.
- D. Ensure that all reporting measures including case management referrals and case files are tracked and reportable in the TraxSolutions Database.

**XI. Monitoring and Reporting**

- A. CONTRACTOR will use all required reporting software programs, including, but not limited to:
  - 1. TraxSolutions Database to store participant information, case management actions, referrals, and tracking.
  - 2. E&T ROI Calculator to determine the program's cost-benefit for participating families as well as taxpayers.
- B. CONTRACTOR's personnel shall collect data, monitor participation, and send reports to COUNTY to [DPSSDARTContracts@rivco.org](mailto:DPSSDARTContracts@rivco.org) with a copy to the designated liaison for the following reports:

Frequency	Report Name	Template	Template Source
Monthly (Beginning September 2018)	RCBA Referral and Participation Details	Exhibit 9	COUNTY
Quarterly (Beginning October 2018)	RCBA Performance Snapshot	Exhibit 10	CONTRACTOR
Quarterly (Beginning October 2018)	STAT 47 for RCBA	Exhibit 11	CDSS
Quarterly (Beginning January 2019)	E&T Quarterly Progress Report	Exhibit 12	CDSS
Annually (Beginning October 2018)	CalFresh E&T Participant Tracker	Exhibit 13	CDSS for the National E&T Outcome Metrics Report

NOTE: COUNTY and CONTRACTOR agree to modify reports on an as needed basis due to state and federal regulations and operation needs.

**XII. Performance Measures**

CONTRACTOR shall provide COUNTY with a performance evaluation within two (2) to three (3) weeks after the conclusion of each cohort based on the following CONTRACTOR's projected performance measures:

<b>Service Component</b>	<b>Projected Performance Measure</b>
Job Club/Job Search Training	<i>Enrollment Rate</i> 100% of participant referrals will enroll in the Job Club/Job Search Training component
	<i>Completion Rate</i> 75% of participants will complete the Job Club/Job Search Training component
	<i>Employment Rate</i> 70% of participants will be placed in unsubsidized employment after completing the Job Club/Job Search Training component
Education	<i>Enrollment Rate</i> 50% of participant referrals will enroll in the Education component
	<i>Completion Rate</i> 75% of enrolled participants will complete the Education component
	<i>Employment Rate</i> 70% of participants will be placed in unsubsidized employment after completing the Education component
Job Retention	<i>Enrollment Rate</i> 100% of employed participants will enroll in the Job Retention component after completing any of the above components
	<i>Completion Rate</i> 70% of employed participants will retain employment for at least 90 days

EXHIBIT 1  
Service by Geographical Zone

**Service by Geographical Zone**

**Note from Reading and Beyond: While all qualified CalFresh Recipients residing in Riverside County are encouraged to participate as space permits, Reading and Beyond has located its office in a low-income neighborhood in metropolitan Riverside in order to remove a transportation barrier to as many CalFresh recipients as possible. The checked zip codes encompass the areas where we believe everyone could meaningfully access services, though the majority of clients are expected to reside in the city of Riverside.**

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
<input checked="" type="checkbox"/>	Colton	92324
<input checked="" type="checkbox"/>	Corona	92879
<input checked="" type="checkbox"/>	Corona	92880
<input checked="" type="checkbox"/>	Corona	92881
<input checked="" type="checkbox"/>	Corona	92882
<input type="checkbox"/>	Elsinore	92530
<input type="checkbox"/>	Elsinore	92531
<input type="checkbox"/>	Elsinore	92532
<input type="checkbox"/>	Homeland	92548
<input type="checkbox"/>	March AFB	92518
<input type="checkbox"/>	Mira Loma	91752
<input checked="" type="checkbox"/>	Moreno Valley	92551
<input checked="" type="checkbox"/>	Moreno Valley	92552
<input checked="" type="checkbox"/>	Moreno Valley	92553
<input checked="" type="checkbox"/>	Moreno Valley	92554
<input checked="" type="checkbox"/>	Moreno Valley	92555
<input checked="" type="checkbox"/>	Moreno Valley	92556
<input checked="" type="checkbox"/>	Moreno Valley	92557
<input checked="" type="checkbox"/>	Norco	92860
<input type="checkbox"/>	Nuevo/Lakeview	92567
<input type="checkbox"/>	Perris	92570
<input type="checkbox"/>	Perris	92571
<input type="checkbox"/>	Perris	92572
<input checked="" type="checkbox"/>	Riverside	92501
<input checked="" type="checkbox"/>	Riverside	92502
<input checked="" type="checkbox"/>	Riverside	92503
<input checked="" type="checkbox"/>	Riverside	92504
<input checked="" type="checkbox"/>	Riverside	92505
<input checked="" type="checkbox"/>	Riverside	92506
<input checked="" type="checkbox"/>	Riverside	92507
<input checked="" type="checkbox"/>	Riverside	92508
<input checked="" type="checkbox"/>	Riverside	92509
<input type="checkbox"/>	Romoland	92585
<input type="checkbox"/>	Sun City	92586
<input type="checkbox"/>	Sun City/ Canyon Lake/Quail Valley	92587
<input type="checkbox"/>	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
<input type="checkbox"/>	Aguanga	92536
<input type="checkbox"/>	Anza	92539
<input type="checkbox"/>	Banning	92220
<input type="checkbox"/>	Beaumont/ Cherry Valley	92223
<input type="checkbox"/>	Cabazon	92230
<input type="checkbox"/>	Calimesa	92320
<input type="checkbox"/>	Hemet	92543
<input type="checkbox"/>	Hemet	92545
<input type="checkbox"/>	Hemet/Valle Vista	92544
<input type="checkbox"/>	Idyllwild	92549
<input type="checkbox"/>	Menifee/Sun City	92584
<input type="checkbox"/>	Mountain Center	92561
<input type="checkbox"/>	Murrieta	92562
<input type="checkbox"/>	Murrieta	92563
<input type="checkbox"/>	San Jacinto	92581
<input type="checkbox"/>	San Jacinto	92582
<input type="checkbox"/>	San Jacinto/ Gilman Springs	92583
<input type="checkbox"/>	Temecula	92590
<input type="checkbox"/>	Temecula	92591
<input type="checkbox"/>	Temecula	92592
<input type="checkbox"/>	Temecula	92593
<input type="checkbox"/>	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
<input type="checkbox"/>	Blythe	92225
<input type="checkbox"/>	Cathedral City	92234
<input type="checkbox"/>	Cathedral City	92235
<input type="checkbox"/>	Coachella	92236
<input type="checkbox"/>	Desert Center/ Eagle Mountain	92239
<input type="checkbox"/>	Desert Hot Springs	92240
<input type="checkbox"/>	Indian Wells	92210
<input type="checkbox"/>	Indio	92201
<input type="checkbox"/>	Indio	92202
<input type="checkbox"/>	Indio	92203
<input type="checkbox"/>	Indio Hills/DHS/ Sky Valley	92241
<input type="checkbox"/>	La Quinta	92253
<input type="checkbox"/>	Mecca/ North Shore	92254
<input type="checkbox"/>	Midland	92255
<input type="checkbox"/>	Palm Desert	92211
<input type="checkbox"/>	Palm Desert	92260
<input type="checkbox"/>	Palm Desert	92261
<input type="checkbox"/>	Palm Springs	92258
<input type="checkbox"/>	Palm Springs	92262
<input type="checkbox"/>	Palm Springs	92263
<input type="checkbox"/>	Palm Springs	92264
<input type="checkbox"/>	Rancho Mirage	92270
<input type="checkbox"/>	Ripley	92272
<input type="checkbox"/>	Thermal/Oasis/ Salton Sea	92274
<input type="checkbox"/>	Thousand Palms	92276
<input type="checkbox"/>	Whitewater	92282

EXHIBIT 2  
Job Description for Program Director

**Program Director****ROLE:**

Under the direction of the Executive Director, the Bridge Academy Director will be responsible for directing and overseeing Reading and Beyond's Bridge Academy programs. The Bridge Academy Director is responsible for planning, developing, implementing and evaluating program goals, policies and procedures. This is accomplished through consultation with management staff and by directing program managers responsible for overseeing activities essential to day-to-day program operation.

The overall purpose of the California Bridge Academies is to assist and empower families towards self-sufficiency through holistic and comprehensive means. The goal is to help economically marginalized families living in neighborhoods of concentrated poverty achieve self-reliance. This is accomplished by helping parents and adults increase their job skills through participation in a further education, helping them secure permanent employment, and connecting the family with resources to help overcome barriers that may prevent participants from being able to secure and sustain employment (i.e. childcare, transportation, etc.) as well as to address other family indicators of future success (i.e. children reading and doing math at grade level, nutrition education, parenting skills, etc.). The Bridge Academy Program is neighborhood-based.

The Bridge Academy Director is crucial to the success of the California Bridge Academies. This position requires an entrepreneurial, high-energy individual with a collaborative approach to leadership, plus a passion for education. Successful candidates will be innovative leaders.

**RESPONSIBILITIES/ESSENTIAL FUNCTIONS:** (The information listed below is meant to serve as a sample of job duties and responsibilities. This list is neither inclusive nor exclusive, but indicative of several types of duties performed.)

1. Directs program activities, train, supervisor, manage and evaluate program managers.
2. Consults with management regarding policies, procedures, personnel matters and case work problems.
3. Confers with and advises program managers regarding program policies, problems, procedures and needs.
4. Assists program managers in resolving complex and technical case problems, eligibility determinations and other issues according to statutes and funding policy.
5. Audit evaluation reports, activity reports and funder reports.
6. Audit to ensure accurate completion of bimonthly case reviews for all CFNs
7. Audit to ensure accurate, allowable, and appropriate approvals of ancillary requests.
8. Complete monthly and/or quarterly data pulls for evaluation team
9. Direct weekly staff meeting between program managers
10. Participate in weekly staff meetings with program managers and Lead CFNs.
11. Direct quarterly department staff meetings.
12. Collect and analyze feedback from all staff in the Riverside Bridge Academy in regards to strengths and weaknesses of services, sites, management, and team to ensure constant improvement of all programming.
13. Search, review, develop plan, create timeline and apply for all appropriate new programming and grants for the Riverside Bridge Academy.
14. Direct all staff raises, promotions, and discipline within the Riverside Bridge Academy.
15. Oversee all program budgets within the Riverside Bridge Academy.
16. Direct all services, policies, and procedures within the Riverside Bridge Academy.
17. Direct biweekly calls with all counties replicating the Bridge Academy model.

18. Direct all site visits and trainings with all counties replicating the Bridge Academy model. New sites will require more often visits; sites in their first year of implementation will need at least quarterly visits, and following the first year visits will be at least biannually.
19. Create and individualize all data tracking materials for each county replicating the Bridge Academy model. Options are between Excel spreadsheets or Trax online database.
20. Create and individualize the Bridge Academy Quick Reference Guide for each county replicating the Bridge Academy model.
21. Track implementation and success for each county replicating the Bridge Academy model.
22. Facilitate Fresno Bridge Academy site visits and tours for prospective counties/states interested in replicating the Bridge Academy model.
23. Secure new replication sites per federal fiscal year.
24. Complete state plans for each county replicating the Bridge Academy model.
25. Assist in contracting third-party providers in each county replicating the Bridge Academy model.
26. Assist in completing and monitoring annual budgets for each county replicating the Bridge Academy model.
27. Assist in securing additional match funding for all counties implementing the Bridge Academy model.
28. Develop, plan, and direct a learning community between all counties replicating the Bridge Academy model.
29. Collect and analyze feedback from all staff from each county replicating the Bridge Academy model in regards to strengths and weaknesses of services, sites, management, and team to ensure constant improvement of all programming.

#### **QUALIFICATIONS:**

1. **Master's degree** in Human Services, Vocational Rehabilitation, Counseling, Social Work or relevant area preferred.
2. **Minimum 3 years' experience in management, 5 years preferred.**
3. Exceptional time management skills and report writing abilities.
4. Familiar with Riverside area service providers and resources.
5. Bilingual strongly preferred.
6. Experience with job placement processes.
7. Excellent community-building and communication skills: written, verbal, and interpersonal.
8. Ability to encourage and motivate others.
9. Preferred experience with at-risk populations, including low-wage earners, individuals with disabilities, working families and others preferred.
10. Minimum two years' experience working with parents and demonstrated knowledge of academic, social, and cultural need of disadvantaged families.
11. Experience with the public assistance system preferred (CalFresh, CalWORKs, MediCal, General Assistance, etc.).
12. Experience in planning and conducting case management.
13. A strong ability to work independently, multi-task, and set priorities to accomplish various instructional and operational tasks.
14. Strong problem-solving, and judgment skills.
15. Strong competency/experience with PC systems and standard software (Microsoft Office: Outlook, Word, Excel, PowerPoint, etc.) and Internet skills.
16. Demonstrated administrative experience including excellent organizational skills, work with a high degree of accuracy, and a willingness to adapt to changing situations.
17. Candidate must demonstrate flexibility in working with others.
18. Passion for Reading and Beyond/Bridge Academy's mission
19. Must be available to work occasional evenings and weekends as needed, as well as some travel.
20. Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier.
21. Pass background investigation including TB clearance, fingerprint clearance, pre-employment credit check and DMV check.

**KNOWLEDGE, SKILLS/ABILITIES TO:**

1. Knowledge of principles and practices of program and personnel administration.
2. Knowledge of principles of management, including planning, organizing, staffing, directing and motivating staff.
3. Knowledge of grant development and administration.
4. Knowledge of automated information processing systems and databases.
5. Knowledge of case work objectives, principles and methods.
6. Plan, organize and manage assigned program(s).
7. Select, motivate and evaluate staff and provide for their training and professional development.
8. Identify operational problems and implement effective resolutions.
9. Analyze complex regulatory and administrative problems, evaluate alternatives and adopt effective courses of action.
10. Present ideas and complex material clearly, concisely, logically and persuasively both verbally and in writing.
11. Exercise sound, independent judgment within policy guidelines.
12. Establish and maintain effective working relationships at all organizational levels, with other agencies and the public.
13. Demonstrate leadership/business insight; integrate new ideas and contemporary approaches.
14. Maintain a high degree of maturity, integrity, loyalty, accountability, and good judgment.

EXHIBIT 3  
Job Description for Program Manager

**Program Manager**

**ROLE:**

Under the direction of the Program Director, the Program Manager will be responsible for managing one or more of Reading and Beyond's Bridge Academy programs. The Program Manager is responsible for planning, developing, implementing and evaluating program goals, policies and procedures. This is accomplished through consultation with senior management staff and by directing subordinate staff responsible for executing activities essential to day-to-day program operation.

The overall purpose of the California Bridge Academies is to assist and empower families towards self-sufficiency through holistic and comprehensive means. The goal is to help economically marginalized families living in neighborhoods of concentrated poverty achieve self-reliance. This is accomplished by helping parents and adults increase their job skills through participation in a further education, helping them secure permanent employment, and connecting the family with resources to help overcome barriers that may prevent participants from being able to secure and sustain employment (i.e. childcare, transportation, etc.) as well as to address other family indicators of future success (i.e. children reading and doing math at grade level, nutrition education, parenting skills, etc.). The Bridge Academy Program is neighborhood-based.

The Program Manager is crucial to the success of the Riverside Bridge Academy. This position requires an entrepreneurial, high-energy individual with a collaborative approach to leadership, plus a passion for education. Successful candidates will be innovative leaders.

**RESPONSIBILITIES:** (The information listed below is meant to serve as a sample of job duties and responsibilities. This list is neither inclusive nor exclusive, but indicative of several types of duties performed.)

1. Plans, organizes and coordinates the activities of the program.
2. Consults with senior management regarding policies, procedures, personnel matters and case work problems.
3. Confers with and advises subordinate staff regarding program policies, problems, procedures and needs.
4. Directs program activities and staff.
5. Assists subordinate staff in resolving complex and technical case problems, eligibility determinations and other issues according to statutes and funding policy.
6. Prepares or reviews correspondence and records.
7. Prepares complex and sensitive analytical and statistical reports.
8. Participates in long-term planning and recommends policy and procedure improvements to meet changing operational requirements and funding changes. Reviews, analyzes and interprets funding regulations; confers with supervisors regarding legal and operational requirements of legislation and regulations.
9. May conduct studies to determine initial feasibility of adopting new or modified systems and procedures.
10. Plans, evaluates, and conducts staff development sessions, meetings and conferences.
11. Interviews complainants and makes adjustments if appropriate consistent with program and agency policies and procedures.
12. Represents the program in meetings with commissions, committees, community and regulatory agencies and other public groups.
13. Coordinates program operations with other Reading and Beyond programs, outside agencies, and public and private organizations.
14. Develops, plans and coordinates all facets of program, including but not limited to recruitment, case management, wrap-around services, workshops, and retention.
15. Conducts outreach activities to engage new referral sources and participants.



16. Develops and administers a network of providers/organizations to generate community resources for participants.
17. Conducts tours of the Riverside Bridge Academy "storefront" for interested potential participants.

**QUALIFICATIONS:**

1. **Bachelor's degree** in Human Services, Vocational Rehabilitation, Counseling, Social Work or relevant area preferred.
2. **Minimum 3 years' experience in management**
3. Exceptional time management skills and report writing abilities.
4. Familiar with Riverside area service providers and resources.
5. Bilingual strongly preferred.
6. Experience with job placement processes.
7. Excellent community-building and communication skills: written, verbal, and interpersonal.
8. Ability to encourage and motivate others.
9. Preferred experience with at-risk populations, including low-wage earners, individuals with disabilities, working families and others preferred.
10. Minimum two years' experience working with parents and demonstrated knowledge of academic, social, and cultural need of disadvantaged families.
11. Experience with the public assistance system preferred (CalFresh, CalWORKs, MediCal, General Assistance, etc.).
12. Experience in planning and conducting case management.
13. A strong ability to work independently, multi-task, and set priorities to accomplish various instructional and operational tasks.
14. Strong problem-solving, and judgment skills.
15. Strong competency/experience with PC systems and standard software (Microsoft Office: Outlook, Word, Excel, PowerPoint, etc.) and Internet skills.
16. Demonstrated administrative experience including excellent organizational skills, work with a high degree of accuracy, and a willingness to adapt to changing situations.
17. Candidate must demonstrate flexibility in working with others.
18. Passion for Reading and Beyond/Bridge Academy's mission
19. Must be available to work occasional evenings and weekends as needed, as well as some travel.
20. Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier.
21. Pass background investigation including TB clearance and fingerprint clearance.

**KNOWLEDGE, SKILLS/ABILITIES TO:**

1. Knowledge of principles and practices of program and personnel administration.
2. Knowledge of principles of management, including planning, organizing, staffing, directing and motivating staff.
3. Knowledge of grant development and administration.
4. Knowledge of automated information processing systems and databases.
5. Knowledge of case work objectives, principles and methods.
6. Plan, organize and manage assigned program(s).
7. Select, motivate and evaluate staff and provide for their training and professional development.
8. Identify operational problems and implement effective resolutions.
9. Analyze complex regulatory and administrative problems, evaluate alternatives and adopt effective courses of action.
10. Present ideas and complex material clearly, concisely, logically and persuasively both verbally and in writing.
11. Exercise sound, independent judgment within policy guidelines.
12. Establish and maintain effective working relationships at all organizational levels, with other agencies and the public.
13. Demonstrate leadership/business insight; integrate new ideas and contemporary approaches.
14. Maintain a high degree of maturity, integrity, loyalty, accountability, and good judgment.

EXHIBIT 4  
Job Description for Lead Career and Family Navigator

**Lead Career and Family Navigator****ROLE:**

Under the direction of the Program Manager, the Lead Career & Family Navigator will provide case management and be responsible for assisting in the supervision of Bridge Academy staff and day-to-day activities. The Lead Career & Family Navigator will be responsible for recruiting and retaining a minimum of 30 adult program participants. Participants will enroll in, and complete an 18 month job skills training program to include vocational training/postsecondary education. The success of the program will be measured by the number of participants graduating, obtaining and retaining full-time permanent positions, and becoming self-reliant.

The overall purpose of Reading and Beyond's California Bridge Academies is to help under-qualified, job-seeking parents/adults increase their job skills through participating in a job readiness training and/or a vocational training program with the goal of ultimately helping them secure permanent employment. Additionally, the Lead Case Manager will assist staff and program participants in finding additional resources to help overcome barriers that may prevent participants from being able to secure and sustain employment (i.e. childcare, transportation, family support, etc.).

The Lead Career & Family Navigator is crucial to the success of the Riverside Bridge Academy and must develop, strengthen, motivate and maintain relationships with staff and program participants. This position requires a high-energy individual with an entrepreneurial and team spirit, plus a passion for education. Successful candidates will be innovative leaders.

**RESPONSIBILITIES:** (The information listed below is meant to serve as a sample of job duties and responsibilities. This list is neither inclusive nor exclusive, but indicative of several types of duties performed.)

Duties specific to Lead Career & Family Navigator:

1. Manage and direct staff responsible for executing activities essential to day-to-day program operation.
2. Confers with and advises staff regarding program policies, problems, procedures and needs.
3. Ensure proper case file maintenance to include all necessary case documentation (hard-copy and electronic database).
4. Provide accurate weekly reports to Program Manager that summarize current progress of Riverside Bridge Academy.
5. Conduct bi-monthly case reviews of Riverside Bridge Academy staff caseloads to ensure consistency and progress.
6. Screen ancillary requests for completeness and ensure request is an allowable expense prior to submitting to Program Manager for final approval.
7. Track staff progress towards collective goals and make interventions as necessary.
8. Meet with Program Manager as needed to suggest policy/procedure change, provide status updates, discuss any staff issues, etc.

Normal daily Career & Family Navigator duties:

1. Develop and implement a plan to recruit program participants.
2. Develop and implement a plan and strategies for participant retention once they begin the training program.
3. Conduct outreach activities to engage new referral sources and participants.

4. Perform intake and assessment services for prospective program participants; determine readiness for job training programs.
5. Develop individual service plans based on participant input, interests, and needs.
6. Maintain participant records and complete required documentation/reporting, including any and all requests of funders and/or program evaluators.
7. Coordinate participants' participation in programs with collaborating agencies.
8. Network with other providers/organizations to generate community resources for participants.
9. Assist participants with researching and accessing needed services including additional job training, educational supports, counseling, housing, childcare, medical services and others.
10. Coordinate service provision with referring agencies.
11. Conduct tours of the Riverside Bridge Academy "storefront" for interested potential participants.
12. Develop and perform mentoring, coaching and follow up strategies to ensure retention of participants.
13. Conduct, facilitate, and organize workshops under the direction of the Program Manager.

**QUALIFICATIONS:**

1. Bachelor's degree with at least one year experience preferred in Human Services, Vocational Rehabilitation, Counseling, Social Work or relevant area preferred. Associate's degree or some college considered with considerable related experience.
2. Exceptional time management skills, report writing ability, familiar with Riverside area providers and resources.
3. Bilingual strongly preferred.
4. Experience with vocational training programs and job placement processes.
5. Excellent community-building and communication skills: written, verbal, and interpersonal.
6. Ability to encourage and motivate others.
7. Preferred experience with at-risk populations, including low-wage earners, individuals with disabilities, working families and others.
8. Experience working with parents and demonstrated knowledge of academic, social, and cultural need of disadvantaged families.
9. Experience with public assistance systems preferred (CalWORKs, CalFresh, etc.).
10. Experience in planning and conducting case management.
11. A strong ability to work independently, multi-task, and set priorities to accomplish various instructional and operational tasks.
12. Strong problem-solving, and judgment skills.
13. Strong competency/experience with PC systems and standard software (Microsoft Office: Outlook, Word, **Excel**, PowerPoint, etc.) and Internet skills.
14. Demonstrated administrative experience including excellent organizational skills, work with a high degree of accuracy, and a willingness to adapt to changing situations.
15. Candidate must demonstrate flexibility and good sense of humor.
16. Candidate must be a willing team player and get along well with coworkers.
17. Passion for Reading and Beyond/Bridge Academy's mission
18. Must be available to work occasional evenings and weekends as needed, as well as some travel.
19. Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier.
20. Pass background investigation including TB clearance and fingerprint clearance.

EXHIBIT 5  
Job Description for Career and Family Navigator

**Career and Family Navigator****ROLE:**

Under the direction of the Program Manager, the Career & Family Navigator (CFN) will be responsible for recruiting and retaining a minimum of 60 adult program participants. Participants will enroll in, and complete an 18 month job skills training program to include postsecondary education. The success of the program will be measured by the number of participants graduating, obtaining and retaining full-time permanent positions, and becoming self-reliant.

The overall purpose of Reading and Beyond's Bridge Academy Program is to help under-qualified, job-seeking parents/adults increase their job skills through participating in a job training program and ultimately help them secure permanent employment. Additionally, the CFN will assist program participants and their families in finding additional resources to help overcome barriers that may prevent participants from being able to secure and sustain employment (i.e. childcare, transportation, family support, etc.).

The CFN is crucial to the success of the Riverside Bridge Academy and must develop, strengthen, motivate and maintain relationships with program participants. This position requires a high-energy individual with an entrepreneurial and team spirit, plus a passion for education. Successful candidates will be innovative leaders.

**RESPONSIBILITIES:** (The information listed below is meant to serve as samples of job duties and responsibilities. This list is neither inclusive nor exclusive, but indicative of several types of duties performed.)

1. Develop and implement a plan to recruit program participants.
2. Develop and implement a plan and strategies for participant retention once they begin the training program.
3. Conduct outreach activities to engage new referral sources and participants.
4. Perform intake and assessment services for prospective program participants; determine readiness for job training programs.
5. Develop individual service plans based on participant input, interests, and needs.
6. Maintain participant records and complete required documentation/reporting, including any and all requests of funders and/or program evaluators.
7. Coordinate participants' participation in programs with collaborating agencies.
8. Network with other providers/organizations to generate community resources for participants.
9. Assist participants with researching and accessing needed services including additional job training, educational supports, counseling, housing, childcare, medical services and others.
10. Coordinate service provision with referring agencies.
11. Conduct tours of the Riverside Bridge Academy "storefront" for interested potential participants.
12. Develop and perform mentoring, coaching and follow up strategies to ensure retention of participants.
13. Conduct, facilitate, and organize workshops under the direction of the Program Manager.

**QUALIFICATIONS:**

1. Bachelor's Level with at least one year experience preferred in Human Services, Vocational Rehabilitation, Counseling, Social Work or relevant area preferred. Associate's degree or some college considered with considerable related experience.
2. Exceptional time management skills, report writing ability, familiar with Riverside area providers and resources.
3. Bilingual strongly preferred.
4. Experience with job placement processes.

5. Excellent community-building and communication skills: written, verbal, and interpersonal.
6. Ability to encourage and motivate others.
7. Preferred experience with at-risk populations, including low-wage earners, individuals with disabilities, working families and others.
8. Minimum one year experience working with parents and demonstrated knowledge of academic, social, and cultural need of disadvantaged families preferred.
9. Experience with the welfare/food stamp system.
10. Experience in planning and conducting case management.
11. A strong ability to work independently, multi-task, and set priorities to accomplish various instructional and operational tasks.
12. Strong problem-solving and judgment skills.
13. Strong competency/experience with PC systems and standard software (Microsoft Office: Outlook, Word, Excel, PowerPoint, etc.) and Internet skills.
14. Demonstrated administrative experience including excellent organizational skills, a high degree of accuracy, and a willingness to adapt to changing situations.
15. Candidate must demonstrate flexibility and good sense of humor.
16. Candidate must be a willing team player and get along well with coworkers.
17. Passion for Reading and Beyond/Bridge Academy's mission
18. Must be available to work occasional evenings and weekends as needed, as well as some travel.
19. Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier.
20. Pass background investigation including TB clearance and fingerprint clearance.

EXHIBIT 6  
Job Description for Education Navigator

**Education Navigator****ROLE:**

Under the direction of the Program Manager, the Education Navigator will provide one-on-one and small group tutoring sessions to Riverside Bridge Academy participants to prepare to obtain their GED, HSD, or enroll/complete vocational training/postsecondary education. The tutoring sessions will be tailored to the clients in attendance. The Education Navigator will be responsible for recommending to the Career & Family Navigator (CFN) when the clients are prepared to take and pass the GED subtests. Additionally, the Education Navigator will provide mentoring, enrollment assistance, and tutorial for any and all participants' educational needs.

The overall purpose of Reading and Beyond's Riverside Bridge Academy is to help under-qualified, job-seeking parents/adults increase their job skills through participating in a job readiness training and/or a vocational training program with the goal of ultimately helping them secure permanent employment. Additionally, the CFNs will assist program participants and their families in finding additional resources to help overcome barriers that may prevent participants from being able to secure and sustain employment (i.e. childcare, transportation, family support, etc.).

The Education Navigator is crucial to the success of the Riverside Bridge Academy and must develop, strengthen, motivate and maintain relationships with program participants who are in need of their assistance for any educational needs. This position requires a high-energy, flexible individual with extraordinary patience and people skills, plus a passion for education. Successful candidates will be innovative and independent teachers.

**RESPONSIBILITIES:** (The information listed below is meant to serve as samples of job duties and responsibilities. This list is neither inclusive nor exclusive, but indicative of several types of duties performed.)

1. Creatively implement the GED curriculum with program participants with regard to many different learning styles.
2. Develop and implement a plan and strategies for participant retention once they begin educational assistance.
3. Develop individual service plans based on participant input, interests and needs.
4. Maintain participant records and chart participant progress.
5. Develop and perform mentoring, coaching and follow up strategies to ensure retention of participants.
6. Conduct, facilitate, and organize tutoring sessions under the instruction of the Program Manager.
7. Based upon participant progress and preparedness, recommend to the Case Manager and Program Manager that the participant be approved for testing.
8. Supervise and enforce rules of the computer labs/classrooms where lessons take place.
9. Assist Reading and Beyond clients with job applications, resume revisions, cover letter revisions, and mock interviews as necessary and as schedule permits.
10. Assist the Career & Family Navigators with job lead searches and other duties as requested/necessary and as schedule permits.

**QUALIFICATIONS:**

1. Associate's degree with at least one-year experience in GED tutoring or tutoring adults. Some college considered with considerable relevant experience.

2. Exceptional time management skills, schedule flexibility, and familiar with GED curriculum.
3. Bilingual preferred.
4. Experience with many different learning styles and the adult learning theory.
5. Excellent communication skills; written, verbal, and interpersonal.
6. Ability to encourage and motivate others.
7. Preferred experience with at-risk populations, including low-wage earners, individuals with disabilities, working families and others.
8. Experience in planning and conducting one-on-one and group tutoring sessions.
9. A strong ability to work independently, multi-task, and set priorities to accomplish various instructional and operational tasks.
10. Strong problem-solving, and judgment skills.
11. Strong competency/experience with PC systems and standard software (Microsoft Office: Outlook, Word, Excel, PowerPoint, etc.) and Internet skills.
12. Demonstrated administrative experience including excellent organizational skills, work with a high degree of accuracy, and a willingness to adapt to changing situations.
13. Candidate must demonstrate flexibility and good sense of humor.
14. Candidate must be a willing team player and get along well with coworkers.
15. Must be available to work occasional evenings and weekends as needed, as well as some travel
16. Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier.
17. Pass background investigation including TB test clearance and fingerprint clearance.

EXHIBIT 7

Job Description for Bridge Academy Capacity Building Specialist

**Bridge Academy Capacity Building Specialist**

**ROLE:**

Under the direction of the Bridge Academy Director, the Capacity Building Specialist will develop and grow partnerships with counties across the state interested in replicating the successful Bridge Academy model. The Capacity Building Specialist's main expectation is to efficiently provide training, technical assistance, and capacity building to replicating counties across the state. The Capacity Building Specialist will work directly with County governments, California Department of Social Services, USDA's Food and Nutrition Services, and community-based organizations to coordinate successful replication and smooth implementation of the Bridge Academy model. The Capacity Building Specialist will provide pre-launch and post-launch services to replicating partnerships in the following areas; contracting, budgeting, fund development, data collection and reporting, program evaluation, partnership building, employer relations, community relations, hiring/staffing, staff development, participant recruitment, community outreach, effective case management & mentoring, model consistency & fidelity, and more. Extensive training and ongoing support will be provided to the candidate(s) selected for this position to ensure consistency and fidelity of the Bridge Academy model across the state. This position will require frequent travel across the state of California.

The overall purpose of Reading and Beyond's Bridge Academy is to help under-qualified, job-seeking parents/adults increase their job skills through participating in a job training program and ultimately help them secure permanent employment. Additionally, program staff will assist program participants in finding additional resources to help overcome barriers that may prevent participants from being able to secure and sustain employment (i.e. childcare, transportation, family support, etc.).

The Capacity Building Specialist is crucial to the continued success and expansion of the Bridge Academy and must develop, strengthen, and maintain relationships with County governments, partner organizations, employers, education providers, program staff and Bridge Academy families. This position requires a high-energy, independent, and flexible leader with extraordinary people skills, plus a passion for education and helping others.

**RESPONSIBILITIES:** (The information listed below is meant to serve as a sample of job duties and responsibilities. This list is neither inclusive nor exclusive, but indicative of several types of duties performed.)

1. Oversee the provision of technical assistance (TA) and capacity building (CB) services.
2. Grow internal capacity to deliver TA and CB services.
3. Coordinate all logistics for technical assistance meetings, trainings and events.
4. Participate in the creation and/or revisions of educational materials for print and electronic distribution.
5. Develop and implement communication strategies for the technical assistance team.
6. Coordinate design and layout of all technical assistance materials and communications
7. Assist the technical assistance team to stay informed of current developments, best practices, new research, reports and trends regarding workforce development and social services issues.
8. Monitoring reports and systems for tracking and evaluating program data, suggest improvements as identified.
9. Track partners' progress towards collective goals and make interventions as necessary.
10. Meet with Program Director as needed to suggest policy/procedure change, provide status updates, discuss any staff issues, etc.
11. Reviews and revises agreements and MOUs with potential partners and employers.



12. Works directly with partners to identify and resolve barriers to obtaining and retaining self-reliance for Bridge Academy families.
13. Interprets and applies laws, policies, procedures, rules, and regulations governing social services programs to clients and the public.
14. Maintains records and completes required documentation and reporting.
15. Develops and performs mentoring, coaching and follow up strategies to ensure retention of partnerships and participants.
16. Additional duties as identified and assigned.

**QUALIFICATIONS:**

1. Bachelor's degree with at least three years' supervisory experience preferred in Nonprofit, Human Services, Social Work, or relevant area preferred. Master's Degree in Public Administration or related field preferred.
2. Project management skills: work plan development and monitoring; budget review and tracking; team communications planning and facilitation; contract management.
3. Team management skills: delegation of project work to colleagues; development of team communications systems; leadership of processes for group decision making.
4. Ability to interact with varying levels of partners with exceptional judgment (government agencies, funders, CBOs, direct service professionals, elected officials, program participants, etc.).
5. Experience with facilitating meetings, executing trainings, and fostering peer learning.
6. Flexibility to travel on regular basis to facilitate capacity building and technical assistance activities.
7. Exceptional time management skills and report writing ability.
8. Excellent community-building and communication skills: written, verbal, and interpersonal.
9. Ability to encourage and motivate others.
10. Preferred experience with at-risk populations including low-wage earners, working families and others preferred.
11. Experience with the public assistance system preferred (CalFresh, CalWORKs, WTW, MediCal, etc.).
12. A strong ability to work independently, multi-task, and set priorities to accomplish various instructional and operational tasks.
13. Strong problem-solving and judgment skills.
14. Advanced competency/experience with PC systems and standard software (Microsoft Office: Outlook, Word, Excel, PowerPoint, etc.) and Internet skills.
15. Demonstrated administrative experience including excellent organizational skills, work with a high degree of accuracy, and a willingness to adapt to changing situations.
16. Candidate must demonstrate flexibility and good sense of humor.
17. Candidate must be a willing team player and get along well with coworkers.
18. Must have reliable personal vehicle and maintain updated license and insurance at all times.
19. Must be available to work occasional evenings and weekends as needed, as well as frequent travel across the state.
20. Pass TB test and fingerprint clearance.
21. Complete pre-employment credit check.

EXHIBIT 8  
Volunteer/Internship Description

**Volunteer/Internship Description**  
**Data Intern**

**POSITION ROLE:**

Under the direction of program staff, the Data Intern will provide administrative support to the Riverside Bridge Academy, specifically in the area of data input. This may include entry of case notes, attendance, participant documents and information, etc. into our web-based data system, Excel, or other systems. This may also include updating and auditing paper case files, properly storing paper data, etc. This role is an integral piece to the success of the Riverside Bridge Academy and seeks a team player with a great sense of humor.

**RESPONSIBILITIES:** (The information listed below is meant to serve as samples of intern duties and responsibilities. This list is neither inclusive nor exclusive, but indicative of several types of duties performed.)

1. Input client data into web-based data system, Excel, and other formats with a high level of accuracy.
2. Ensure accuracy and audit previously entered information including participant data, case notes, required documents, attendance, etc.
3. Ensure accuracy, proper storage, and confidentiality of all participant information both paper and electronic.
4. Provide other administrative support to the Riverside Bridge Academy.
5. Other duties as assigned.

**QUALIFICATIONS:**

1. High school diploma or equivalency; some college preferred.
2. Goal-oriented, persistent and persuasive, follow-through on completion of tasks.
3. Excellent communication skills: written, verbal, and interpersonal.
4. A strong ability to work independently, multi-task, and set priorities to accomplish various instructional and operational tasks.
5. Strong problem-solving, and judgment skills.
6. Strong competency/experience with PC systems, standard software (Microsoft Office: Outlook, Word, Excel, PowerPoint, etc.) and Internet skills.
7. Demonstrated administrative experience including excellent organizational skills, work with a high degree of accuracy, and a willingness to adapt to changing situations.
8. Candidate must demonstrate flexibility and good sense of humor.
9. Candidate must be a willing team player and get along well with coworkers.
10. Pass background investigation including TB clearance and fingerprint clearance.

EXHIBIT 9  
RCBA Referral and Participation Details Report

Riverside County Bridge Academy (RCBA)  
Referral and Participation Details

First Name	Last Name	SSN or C-IV case #	Contact Method	ABAWD	Assessment Date	1st, 2nd, 3rd Comp.	Comp. Name	Est. Comp. Start Date	Est. Comp. End Date	Comp. Status Reason	New Employer Name	Employment Begin Date	Notes
Betty	Boop	123-45-6789	County Referred	No	04/18/18	1st	Job Club/Job Search Training	04/23/18	05/18/18	Attending			
John	Candy	987-65-4321	RaB Outreach	Yes	04/18/18	1st	Job Club/Job Search Training	04/24/18	05/19/18	Attending			
John	Candy	987-65-4321	RaB Outreach	Yes	04/19/18	2nd	Education	05/07/18	08/31/18				

EXHIBIT 10  
RCBA Performance Snapshot Report

RCBA Performance Snapshot

[LOCATION] Progress as of: [DATE]	CFET		COMPONENT OVERVIEW		
	#	%	COMPONENT	#	%
<b>Current Enrollment</b>			<b>Job Club/Job Search:</b>		
<b>Public Assistance:</b>			<b>Job Retention:</b>		
CalFresh			<b>Education:</b>		
CalWORKs					
MediCal					
Unemployment					
SSI					
Section 8					
General Relief					
WIC					
Other					
<b>Employed @ Intake</b>					
<b>Housing:</b>					
House					
Apartment					
Family Member's					
Shelter					
Homeless					
Other					
<b>Gender</b>					
Female					
Male					
<b>Age (Average)</b>					
<b>Successes:</b>					
FT Employment					
PT Employment					
Wage Progression					
Completed Training					
GED Completion					
Overincome					
<b>In Training</b>					
<b>Obtaining</b>					
<b>GED/HSD/Basic</b>					
<b>Education</b>					
<b>Currently Employed</b>					
<b>Veteran</b>					
<b>Offender</b>					

EXHIBIT 11  
STAT 47 for RCBA Report

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
DATA SYSTEMS AND SURVEY DESIGN BUREAU

**Non-Assistance CalFresh Work Registrants,  
Able-Bodied Adults Without Dependents (ABAWD),  
and Employment and Training (E&T) Program  
Quarterly Statistical Report  
STAT 47**

DOWNLOAD REPORT FORM FROM:  
<http://www.cdss.ca.gov/inforesources/Research-and-Data/DSSDB>  
E-MAIL COMPLETED REPORT FORM TO:  
[admstat47@dss.ca.gov](mailto:admstat47@dss.ca.gov)

Please keep the file in .xlm or .xls extension.

COUNTY NAME Select County Name	VERSION Initial	REPORT QUARTER			REPORT YEAR		
		Select Quarter			Select Year		
PART A. WORK REGISTRANT AND ABAWD INFORMATION (All Counties) Count each work registrant and ABAWD in only one month during FFY.		Month 1 (A)	Month 2 (B)	Month 3 (C)	Quarter Total (D)		
1. Unduplicated new work registrants during the quarter		1	2	3	4	0	
2. Unduplicated new ABAWDs during the quarter (Include in Item 1)		5	6	7	8	0	
3. ABAWDs exempt under the 15% criteria during the quarter (Include in Item 2) Counties are to begin tracking/collecting this data effective January 2017 report month, but do not report the data until August 2018 report month							
PART B. NEW E&T INDIVIDUAL PARTICIPANTS (E&T Counties Only) Count each participant in only one month during FFY.		Month 1 (A)	Month 2 (B)	Month 3 (C)	Quarter Total (D)		
4. New individuals who participated in E&T during the quarter (Items 4a plus 4b)		13	14	15	16	0	
a. Unduplicated ABAWD participants		17	18	19	20	0	
b. Unduplicated non-ABAWD participants		21	22	23	24	0	
PART C. NEW E&T COMPONENT PLACEMENTS (E&T Counties Only) For each component placement, count the participants in only one month during FFY.		Month 1 (A)	Month 2 (B)	Month 3 (C)	Quarter Total (D)		
5. New job search participants placed during the quarter (Items 5a plus 5b)		25	26	27	28	0	
a. ABAWD placements		29	30	31	32	0	
b. Non-ABAWD placements		33	34	35	36	0	
6. New job club participants placed during the quarter (Items 6a plus 6b)		37	38	39	40	0	
a. ABAWD placements		41	42	43	44	0	
b. Non-ABAWD placements		45	46	47	48	0	
7. New workfare participants placed during the quarter (Items 7a plus 7b)		49	50	51	52	0	
a. ABAWD placements		53	54	55	56	0	
b. Non-ABAWD placements		57	58	59	60	0	
8. New self-initiated workfare participants placed during the quarter (Items 8a plus 8b)		61	62	63	64	0	
a. ABAWD placements		65	66	67	68	0	
b. Non-ABAWD placements		69	70	71	72	0	
9. New work experience (on-the-job training OJT) participants placed during the quarter (Items 9a plus 9b)		73	74	75	76	0	
a. ABAWD placements		77	78	79	80	0	
b. Non-ABAWD placements		81	82	83	84	0	

PART C. NEW EIT COMPONENT PLACEMENTS (Continued) (EIT Counties Only) For each component placement, count the participants in only one month during FFY.	Month 1	Month 2	Month 3	Quarter Total
	(A)	(B)	(C)	(D)
10. New vocational training participants placed during the quarter (Items 10a plus 10b)	85	86	87	88
a. ABAWD placements	89	90	91	92
b. Non-ABAWD placement	93	94	95	96
11. New education participants placed during the quarter (Items 11a plus 11b)	97	98	99	100
a. ABAWD placements	101	102	103	104
b. Non-ABAWD placements	105	106	107	108
12. New job retention participants placed during the quarter (Items 12a plus 12b)	109	110	111	112
a. ABAWD placements	113	114	115	116
b. Non-ABAWD placements	117	118	119	120
13. New participants placed in other components offered by the county during the quarter (Items 13a plus 13b)	121	122	123	124
a. ABAWD placements (List components in Item 13a/13b explanation box)	125	126	127	128
b. Non-ABAWD placements (List components in Item 13a/13b explanation box)	129	130	131	132
14. Total of new unduplicated placements in all component categories during the quarter (Items 14a plus 14b)	133	134	135	136
a. ABAWD placements (Sum of Items 5a through 13a)	137	138	139	140
b. Non-ABAWD placements (Sum of Items 5b through 13b)	141	142	143	144
<b>PART D. NEW AND CONTINUING PROGRAM PARTICIPANTS</b> (EIT Counties Only) Count each participant in each applicable month each quarter.	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Quarter Total</b>
	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>
15. Job search participants by month during the quarter (Items 15a plus 15b)	145	146	147	148
a. ABAWD participants	149	150	151	152
b. Non-ABAWD participants	153	154	155	156
16. Job club participants by month during the quarter (Items 16a plus 16b)	157	158	159	160
a. ABAWD participants	161	162	163	164
b. Non-ABAWD participants	165	166	167	168
17. Workfare participants by month during the quarter (Items 17a plus 17b)	169	170	171	172
a. ABAWD participants	173	174	175	176
b. Non-ABAWD participants	177	178	179	180
18. Self-initiated workfare participants by month during the quarter (Items 18a plus 18b)	181	182	183	184
a. ABAWD participants	185	186	187	188
b. Non-ABAWD participants	189	190	191	192
19. Work experience (OJT) participants by month during the quarter (Items 19a plus 19b)	193	194	195	196
a. ABAWD participants	197	198	199	200
b. Non-ABAWD participants	201	202	203	204

PART D. NEW AND CONTINUING PROGRAM PARTICIPANTS (Continued) (E&T Counties Only) <i>Count each participant in each applicable month each quarter.</i>	Month 1		Month 2		Month 3		Quarter Total	
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
20. Vocational training participants by month during the quarter (Items 20a plus 20b)	205	0	206	0	207	0	208	0
a. ABAWD participants	209		210		211		212	0
b. Non-ABAWD participants	213		214		215		216	0
21. Education participants by month during the quarter (Items 21a plus 21b)	217	0	218	0	219	0	220	0
a. ABAWD participants	221		222		223		224	0
b. Non-ABAWD participants	225		226		227		228	0
22. Job retention participants by month during the quarter (Items 22a plus 22b)	229	0	230	0	231	0	232	0
a. ABAWD participants	233		234		235		236	0
b. Non-ABAWD participants	237		238		239		240	0
23. Participants in other components offered by the county by month during the quarter (Items 23a plus 23b)	241	0	242	0	243	0	244	0
a. ABAWD participants (List components in Item 23a/23b explanation box)	245		246		247		248	0
b. Non-ABAWD participants (List components in Item 23a/23b explanation box)	249		250		251		252	0
<b>PART E. E&amp;T TOTALS FOR THE FNS 563</b> <b>(Automatically calculated)</b>	Month 1		Month 2		Month 3		Quarter Total	
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
24. ABAWDs that participated in a qualifying E&T component by month during the quarter (Sum of Items 17a through 23a)	253	0	254	0	255	0	256	0
25. ABAWDs that participated in a non-qualifying E&T component by month during the quarter (Items 15a plus 16a)	257	0	258	0	259	0	260	0
26. Non-ABAWDs that participated in an E&T component by month during the quarter (Sum of Items 15b through 23b)	261	0	262	0	263	0	264	0
27. E&T participants who are not ABAWDs in qualifying components by month during the quarter (Items 25 plus 26)	265	0	266	0	267	0	268	0
<b>PART F. POINT-IN-TIME WORK REGISTRANT AND ABAWD COUNTS (All Counties)</b> <i>The review period for Items 28 and 29 is October 1. Complete when submitting the Oct-Dec quarter.</i>							October 1	
28. Work registrants on October 1							269	
29. ABAWDs on October 1 (Include in Item 28)							270	
<b>COMMENTS</b>								
Revised Report Explanation (If Revised is selected)								
Items 13a/13b New participants placed in other components explanation (Complete if Cells 121-132 are not all zero)								
Items 23a/23b Persons participating in other components explanation (Complete if Cells 241-252 are not all zero)								
CONTACT PERSON			TELEPHONE		EXTENSION		FAX	
TITLE/CLASSIFICATION			E-MAIL					

EXHIBIT 12  
E&T Quarterly Progress Report

**FFY 2019 CalFresh E&T  
Quarterly Progress Report**

*Instructions: Please complete the quarterly progress report in its entirety and provide as thorough a response as possible for each question. Completed reports should be uploaded to the CalFresh E&T SharePoint site no later than the date listed below for each corresponding quarter.*

County: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Submittal Date: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Reporting Periods		Due Date
Q1	OCT 1-DEC 31	1/31/19
Q2	JAN 1-MAR 31	4/30/19
Q3	APR 1-JUN 30	7/31/19
Q4	JUL 1-SEP 30	10/31/19

**Quarterly Estimated Expenditures & Participant Count**

Expended 100% Funds	Expended 50% Reimbursement Funds	Expended Participant Reimbursement Funds- Transportation	Expended Participant Reimbursement Funds- Dependent Care	Expended Participant Reimbursement Funds- Ancillary	Participants Served

**Please describe any unforeseen challenges and/or barriers encountered this quarter.**

**Please highlight any best practices, promising new strategies, and success stories this quarter.**

**Is program on track to meet program goals for the year? Please describe.**

**Are partners committed and engaged? Please describe.**

**List any technical assistance that is needed by your county and/or your partners.**



EXHIBIT 13  
CalFresh E&T Participant Tracker

CLICK ON VARIABLE TITLE CELLS TO SEE FORMAT INSTRUCTIONS																
CalFresh E&T Participant Tracker																
County	Date Submitted	County Contact Name	County Contact Phone	County Contact Email	E&T Participant Information:	Provider/County of Service	DOB	Male or Female	Component Type	Component Start Date	Component End Date	Completion of Participation in E&T	ABAWD Status	Diploma/GED Prior to Part.	ESL Status	Voluntary Status
						19	4/18/1984	M	Job Club	10/20/2016	3/7/2017	4/7/2017	Y	N	Y	Y
						19	4/18/1984	M	Job Search	1/15/2017	4/5/2017	5/6/2017	Y	N	Y	Y

## ATTACHMENT I

HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and Reading and Beyond

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement CW-03904 (the "Underlying Agreement") between the County of Riverside ("County") and Reading and Beyond ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

County Department Address: DPSS Business Continuity/Assurance and Review Services  
7894 Mission Grove Parkway, Suite 100  
Riverside, CA 92508

County Department Fax Number: (951)358-4672

County of Riverside BAA 09/2013

ATTACHMENT II  
PII Privacy and Security Standards

## I. PHYSICAL SECURITY

The CONTRACTOR shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The CONTRACTOR agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the CONTRACTOR facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  1. Properly coded key cards
  2. Authorized door keys
  3. Official identification
- C. Issue identification badges to CONTRACTOR staff.
- D. Require CONTRACTOR staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the CONTRACTOR facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with 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 and non-COUNTY functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

## II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
1. All users must be issued a unique user name for accessing PII.
  2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  3. Passwords are not to be shared.
  4. Passwords must be at least eight (8) characters.
  5. Passwords must be a non-dictionary word.
  6. Passwords must not be stored in readable format on the computer or server.
  7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  8. Passwords must be changed if revealed or compromised.
  9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!, @, #, etc.)

- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
  - 1. Data is confidential;
  - 2. Systems are logged;
  - 3. System use is for business purposes only, by authorized users; and
  - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
  - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
  - 2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users.
  - 3. If PII is stored in a database, database logging functionality shall be enabled.
  - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
  - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

### III. AUDIT CONTROLS

#### A. System Security Review.

- 1. The CONTRACTOR must ensure audit control mechanisms are in place.
- 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
- 3. Reviews should include vulnerability scanning tools.



- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
  - 1. The CONTRACTOR shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  - 3. The procedures shall include storing backups offsite.
  - 4. The procedures shall ensure an inventory of backup media.
  - 5. The CONTRACTOR shall have established documented procedures to recover PII data.
  - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

#### V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The CONTRACTOR shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A CONTRACTOR that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the COUNTY.
- G. Faxing.
  - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
  - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
  - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the CONTRACTOR obtains prior written permission from the COUNTY to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The CONTRACTOR shall immediately notify the COUNTY when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The COUNTY contact for such notification is as follows:

Breaches should be referred to:

DPSS Privacy Officer  
Riverside County Department of Public Social Services  
Business Continuity/Assurance and Review Services  
7894 Mission Grove Parkway, Suite 100  
Riverside, CA 92508  
(951) 358-6841  
[privacyincident@rivco.org](mailto:privacyincident@rivco.org)

ATTACHMENT III  
Assurance of Compliance

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

Reading and Beyond  
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.

06/26/18  
Date

  
Director's Signature

4670 E. Butler Ave. Fresno, CA 93702  
Address of Vendor/Recipient  
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT IV

DPSS 2076A, DPSS 2076B & INSTRUCTIONS

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
**CONTRACTOR PAYMENT REQUEST**

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

From: Reading and Beyond  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Contractor Name  
\_\_\_\_\_  
Contract Number  
\_\_\_\_\_

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

Select Payment Type(s) Below:

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

If amount authorized is different from amount request, please explain:

Fund (5) \_\_\_\_\_

\_\_\_\_\_

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.**