

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



ITEM
3.28
(ID # 10108)

MEETING DATE:

Tuesday, June 25, 2019

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): CalWORKs Expanded Subsidized Employment Services Agreements and CalWORKs Work Experience and Community Service Provider Agreements. 5 years. All Districts [Total Cost \$3,000,000; Annual Cost: \$600,000 - 100% Federal Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize DPSS to use a portion of the yearly Expanded Subsidized Employment allocation for Riverside County, not to exceed \$600,000 annually, for five years through June 30, 2024, to continue the placement of CalWORKs customers in the Expanded Subsidized Employment program;
2. Approve the form of the CalWORKs Expanded Subsidized Employment Services Agreement templates for Tier 1 (Attachment B) and Tier 2 (Attachment C), attached;
3. Authorize the Director of DPSS, or designee, to execute individual CalWORKs Expanded Subsidized Employment Services Agreements, substantially conforming in form and substance to the templates and as approved by County Counsel, with the Contractors listed in Attachment A and/or other qualified Contractors approved by DPSS for CalWORKs Expanded Subsidized Employment Services, for five years through June 30, 2024, with the sum of all agreements not to exceed \$600,000 annually;

ACTION: Policy


Sarah S. Mack, Asst. County Executive Officer 6/4/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 25, 2019
xc: DPSS

Kecia Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve the form of the CalWORKs Work Experience and Community Service Provider Agreement template (Attachment E), attached;
5. Authorize the Director of DPSS, or designee, to execute individual, zero dollar, CalWORKs Work Experience and Community Service Provider Agreements, substantially conforming in form and substance to the template and as approved by County Counsel, with the Providers listed in Attachment D and/or other qualified Providers approved by DPSS for CalWORKs Work Experience and Community Service, for five years through June 30, 2024; and
6. Authorize the Director of DPSS, or designee, based on the availability of fiscal funding and as approved by County Counsel, to: sign amendments to the individual CalWORKs Expanded Subsidized Employment Services Agreements and CalWORKs Work Experience and Community Service Provider Agreements that exercise the options of the agreements including modifications of the statement of work that stay within the intent of the agreements, and sign amendments to the compensation provisions of the individual CalWORKs Expanded Subsidized Employment Services Agreements that do not exceed, in aggregate, the approved amount of \$600,000 annually.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 600,000	\$ 3,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Funding: 100%			Budget Adjustment: No	
			For Fiscal Year: 19/20 - 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Work Opportunity and Responsibility to Kids (CalWORKs) Act became operative in 1998. The Welfare-To-Work Program is a comprehensive statewide employment program designed to enable participants to achieve self-sufficiency through employment. The intent of the Welfare-To-Work Program is to provide employment and training services to virtually all adult recipients.

Currently, Riverside County DPSS places CalWORKs Welfare-To-Work clients with other Riverside County Departments for on the job training. Once Welfare-To-Work clients complete training, they are transitioned into the Expanded Subsidized Employment Program.

Assembly Bill (AB) 74, passed by the State Legislature in 2013, created the Expanded Subsidized Employment Program in California expanding subsidized employment opportunities

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for CalWORKs customers in California. DPSS developed a comprehensive Expanded Subsidized Employment Program which includes partnerships with private, non-profit, and public employers to provide customers with tangible and relevant work experience and are placed under Tier 1 or Tier 2. Tier 1 placements are for DPSS customers who possess minimal or no barriers to obtaining employment and are subsidized for six months with the goal of transitioning to unsubsidized employment upon successful completion of the subsidized employment assignment. Tier 2 placements provide 30-day subsidized employment opportunities to DPSS customers with barriers to obtaining employment such as criminal background, lack of work history, or other challenges. Tier 2 agreements are only executed with non-profit partners and 100% of the wages are subsidized during the duration of the assignment.

The Expanded Subsidized Employment Program places customers with local employers, giving them immediate access to employment and earnings which also increases their work experience, skills, and connections to improve their employability after the subsidized assignment ends. This model demonstrates an increased recognition of success and benefits for both the employee and employer. In addition to assisting customers to secure permanent employment, and fulfillment of federal work participation requirements, the Expanded Subsidized Employment Program helps to stimulate the local economy through job development.

Additionally, DPSS will enter into zero dollar CalWORKs Work Experience and Community Service Provider Agreements with community business partners, to provide on the job training to CalWORKs, Welfare-To-Work clients.

Impact on Residents and Businesses

These programs provide much needed assistance to individuals or families who are currently in the Welfare-To-Work program and offer valuable services to the business community. The Expanded Subsidized Employment Program provides a critical resource to assist DPSS customers with barriers to obtaining paid employment such as homelessness, criminal background, and lack of work history. In addition to increasing household income, program participants are allowed the opportunity to gain valuable experience and develop new skills that will support ongoing employment. Our business community benefits from the no-cost recruiting services provided by the Expanded Subsidized Employment Program as well as the wage subsidy which lowers the cost of increasing their workforce and enhances their ability to grow.

Additional Fiscal Information

Funding for this request is within the yearly AB 74 Expanded Subsidized Employment allocation for Riverside County of \$5,806,691.

Price Reasonableness for Expanded Subsidized Employment

Participants will be paid the prevailing wage of the supervising organization. The supervising

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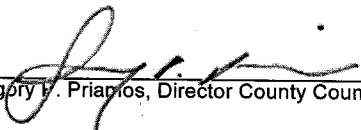
organization typically pays workers in accordance with local Area Wage Determination found under the Department of Labor website <https://beta.sam.gov/>. The services under these Agreements are reimbursed using federal funds and cannot be used for permanent positions or to displace current regular employees of an employer.

The Board of Supervisors previously approved the Director of DPSS, or designee, to sign and enter into Agreements with business partners and exercise renewal options on February 7, 2017 (Agenda Item 3.24), and June 21, 2016 (Agenda Item 3.52), through June 30, 2019.

ATTACHMENTS:

- A. Expanded Subsidized Employment Services Contractors
- B. CalWORKs Expanded Subsidized Employment Services (Tier 1) Agreement Template
- C. CalWORKs Expanded Subsidized Employment Services (Tier 2) Agreement Template
- D. CalWORKs Work Experience and Community Service Providers
- E. CalWORKs Work Experience and Community Service Provider Agreement Template

SM:ag



Gregory F. Priamos, Director County Counsel 6/13/2019

ATTACHMENT A

Expanded Subsidized Employment Services Contractors

Contractor Name	Estimated Annual Amount
7-Eleven # 34489	\$ 15,000.00
Angel View Crippled Childrens Foundation	\$ 90,000.00
ARCO Travel Zone Center	\$ 600.00
Birth Choice of the Desert	\$ 10,000.00
Bonehead Composites	\$ 60,000.00
Campesinos Unidos Inc	\$ 12,000.00
Comfort Inn in Moreno Valley	\$ 12,000.00
Community Center for Healthy Minds	\$ 1,500.00
Country Inn	\$ 20,000.00
Desert Cremation Society	\$ 15,000.00
Family Service Association	\$ 35,000.00
Food In Need of Distribution Inc	\$ 5,000.00
Galilee Center	\$ 12,000.00
Home Instead Senior Care	\$ 45,000.00
Musicland Hotel	\$ 15,000.00
Pierce Optimum Care Inc	\$ 15,000.00
Progress Bound LLC	\$ 15,000.00
Right At Home	\$ 36,000.00
Valley Plumbing Co	\$ 20,000.00
Wababrar Inc	\$ 25,000.00
TOTAL	\$ 459,100.00

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

and

CONTRACTOR
CalWORKs Expanded Subsidized Employment Services (Tier 1)
DPSS-XXXXX



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List of Schedules

Schedule A – Schedule, Terms, and Method of Payment

Schedule B – Scope of Services

List of Attachments

Attachment I – PII Privacy and Security Standards

Attachment II – Assurance of Compliance

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

Attachment IV – Payroll Register

Attachment V – DPSS Subsidized Employment Program Timesheet

Attachment VI – Subsidized Employment Position Description
Attachment VII – Plan 109 Referral
Attachment VIII – GAIN Payment Voucher
Attachment IX – Monthly Performance Evaluation

This Agreement is made and entered into this _____ day of _____, 20____, by and between **CONTRACTOR** (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. "CalWORKs" refers to California Work Opportunity and Responsibility to Kids, a public assistance program that provides cash aid and services to eligible families that have a child(ren) in the home.
- B. "CONTRACTOR" refers to **CONTRACTOR** including its employees, agents, representatives, subcontractors and suppliers.
- C. "Customer(s)" refers to a CalWORKs client(s).
- D. "COUNTY" or "DPSS" 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.
- E. "Expanded Subsidized Employment" refers to a wage subsidy program administered by the California Department of Social Services (CDSS).
- F. "WTW" refers to California's Welfare to Work program designed to assist welfare recipients to obtain or prepare for employment.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Schedule, Terms, and Method of Payment, and as outlined and specified in Schedule B, Scope of Services, Attachment I - PII Privacy and Security Standards, Attachment II - Assurance of Compliance, Attachment III - DPSS 2076A, DPSS 2076B & Instructions, Attachment IV - Payroll Register, Attachment V - DPSS Subsidized Employment Program Timesheet, Attachment VI - Subsidized Employment Position Description, Attachment VII - Plan 109 Referral, Attachment VIII - GAIN Payment Voucher, and Attachment IX - Monthly Performance Evaluation.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature by both parties and continues through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

4. COMPENSATION

The COUNTY shall pay the CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, Schedule, Terms, and Method of Payment. The 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 products. 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 the 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; and
 - (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 dishonestly 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. TRANSITION PERIOD

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

- A. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason.
- B. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to DPSS Customers.

C. To make available to DPSS in a timely manner all file information regarding DPSS Customers, without additional cost to DPSS.

8. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

The CONTRACTOR agrees that all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems appropriate, including but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of the COUNTY.

9. 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.

10. 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 the 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 perceived 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.

11. 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 CONTRACTOR 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 of 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 (CPA) 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 the CONTRACTOR.

12. CONFIDENTIALITY

- A. 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.

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 by performing administrative functions on behalf of programs, such as

determining eligibility for, or enrollment in, and CONTRACTOR may collect 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 Customer, are allowable. Any other use or disclosure of PII requires the express approval in writing of 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 I. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment I 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 the 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 the 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 the 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 the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- 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, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 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 the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) 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.

24. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

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

- a. An increased or decreased wage determination applied to this Agreement by operation of law;
- b. An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
- c. Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes

and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;

- d. CONTRACTOR shall notify COUNTY of any:
 - i. Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by COUNTY in writing; and/or
 - ii. Decrease under this clause, but nothing in the clause shall preclude COUNTY from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that COUNTY may reasonably require. Upon agreement of the parties, the Agreement hourly rate shall be modified in writing. CONTRACTOR shall continue performance pending agreement on determination of any such adjustment and its effective date.

25. LOBBYING

- A. The 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, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The 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.

26. 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.

27. 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; or
 - (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.
- 28. **SUPPLANTATION**
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.
- 29. **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.
- 30. **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.
- 31. **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.
- 32. **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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. 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 II. CONTRACTOR will sign and date Attachment II and return it to COUNTY along with this 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. Customer Complaints

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

<http://www.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 Customer or potential Customer any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Customers and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Customer in both languages.

35. 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:

DPSS:

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

Invoices and other financial documents:

Department of Public Social Services
Workforce Connection (WFC)
Attn: Renee Huecksteadt, Administrative Service Analyst II
11060 Magnolia Ave.
Riverside, CA 92505

CONTRACTOR:

CONTRACTOR'S ADDRESS**36. 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.

37. 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.

38. 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:	Printed Name of Person Signing: Sarah Mack
Title:	Title: Director, DPSS
Date Signed:	Date Signed:

Schedule A
Schedule, Terms, and Method of Payment

A.1 MAXIMUM REIMBURSABLE AMOUNT

The total annual payments to CONTRACTOR shall not exceed \$X.XX.

A.2 UNIT OF SERVICE

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

A.3 COMPENSATION

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

Reimbursement shall be as follows:

- a. 50% of DPSS Customer's wages will be reimbursed for the first 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly.
- b. After the first 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly, the CONTRACTOR will be 100% responsible for DPSS Customers' wages.
- c. After the initial subsidized period (the first 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly), up to an additional 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly may be reimbursed at 25% of DPSS Customer's wages, with written approval from CalWORKs, if one of the following criteria is met:
 - 1) The Customer is obtaining unsubsidized employment with the participating employer;
 - 2) The Customer is obtaining specific skills and experiences relevant for unsubsidized employment for a particular field.

DPSS shall determine and verify Expanded Subsidized Employment program eligibility of each Customer prior to referral for subsidized employment placement by the CONTRACTOR. Reimbursement of subsidy payments will be discontinued for Customers who become ineligible for the Expanded Subsidized Employment program during the specified wage subsidy period. If the CONTRACTOR retains the Customer as an unsubsidized employee upon discontinuance of the wage subsidy, the CONTRACTOR shall assume and be responsible for all employee benefits and compensation costs.

A.4 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. The 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.
- b. All payment claims shall be submitted on a monthly basis no later than 30 days after the completion of 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

- c. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A (Attachment III) and the Payroll Register (Attachment IV). The Payroll Register must include the Customer name, hours worked, earnings, check date, taxes, and net pay in order to process payment. If any of the above information is not included on the payroll register, DPSS may delay payment. DPSS Subsidized Employment Program Timesheet (Attachment V) must be filled and forward along with the Payroll Register with the invoice.
- d. 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.

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.

Schedule B
Scope of Services

SCOPE OF SERVICE

- A. COUNTY shall refer Customers from the Riverside County Welfare to Work and CalWORKs program to CONTRACTOR using Subsidized Employment Position Description (Attachment VI) and Plan 109 Referral (Attachment VII).
- B. COUNTY will determine eligibility for all Customers enrolled in program.
- C. COUNTY WTW program staff will provide a copy of Customers' resume.
- D. CONTRACTOR shall:
 1. Place referred Customers in subsidized employment with the goal of permanent employment.
 2. Pay Customer prevailing wages at the going rate that the CONTRACTOR typically pays workers who perform that job function and in accordance with local Area Wage Determination found under the Department of Labor website <http://www.wdol.gov/dba.aspx#>. The services under this Agreement are reimbursed using temporary federal funds and state funds and cannot be used to displace current regular employees of an employer. CONTRACTOR will provide job description(s) for all position(s) they place subsidized employees in, which must include salary range for the position.
 3. Provide their written procedure for grievance and obtain the Customers signature verifying their review of the procedure.
 4. Conduct Customer background checks (as needed), fingerprinting, drug screening, physical, etc. for the position that employer may require. These services are reimbursable by COUNTY to CONTRACTOR with proper voucher submittal, using GAIN Payment Voucher (Attachment VIII).
 5. Ensure CONTRACTOR's sites comply with non-displacement guidelines. Placement sites cannot result in the termination or displacement of current employees, the reduction of current employees' working hours, or the infringement of promotional opportunities for current employees.
 6. Comply with state and federal worker protection provisions outlined in the Welfare and Institutions Code Section 11324.6 (<http://www.leginfo.ca.gov/calaw.html>)
 7. Place Customers into specified subsidized employment assignment within five (5) calendar days of referral and completion of pre-employment processing requirements, including receipt of live scan and/or drug screening results, when required.
 8. Offer employment with related training necessary for the Customer to successfully perform the job duties of the subsidized employment assignment and make every effort to ensure Customers gain experience toward the goal of ongoing unsubsidized employment.
 9. Follow standard payroll accounting methods when issuing paychecks to Customers. Send thirty (30) day notice to the Customer and COUNTY that the assignment will be ending.
 10. Collect attendance records for all Customers work hours using CONTRACTOR's Time-sheets, Payroll Registers and submit to DPSS along with monthly invoice.

11. Ensure invoices are submitted and supported in their entirety and in the manner prescribed by COUNTY. CONTRACTOR shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth day of the following month.
12. Provide the following reports:
 - a. Fiscal Reports, including monthly expenditure reports developed by COUNTY, and line item cost report based on actual expenditures.
 - b. Monthly Performance Evaluation (MPE) (Attachment IX) as developed by COUNTY. CONTRACTOR will be required to submit and return a Plan 109 to the DPSS Liaison indicating whether or not the Customer was retained as unsubsidized employee at the end of the subsidy period.

ATTACHMENT I
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:

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

ATTACHMENT II
Assurance of ComplianceASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMSTBD

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

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

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

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

Date

Director's Signature

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT III
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: TBD
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 (\$) _____
_____ # of Units) X (\$) _____

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

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

Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

Fund (5) _____

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

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____

Date _____

Class (10) _____

Management Reporting Unit _____

Date _____

Project/Grant (15) _____

Contracts Administration Unit Date _____

Vendor Code (10) _____

General Accounting Section _____

Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

Attachment IV
Payroll Register

Employee Information	Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check
BROOKS, MEL	#3334 Single/04 Gross SALARY			1,300.00 1,300.00	SS/Med 98.88 CT State	1.06	401 K MED125 X DED	Net Pay Check #11000020	1075.26 10.00 50.00
PRESSEUR, MARTIN	#3319 Married/05 Gross SALARY			1,400.00 1,400.00	SS/Med 107.10			Net Pay Check #11000021	1292.90 10.00 1360.25
REDMOND, KARL	#3332 Married/02 Gross SALARY			1,500.00 1,500.00	SS/Med Fed Wt	114.75 25.00		Net Pay Check #11000022	1360.25 10.00 1360.25
SMITH, JAMIE	#3328 Married/04 Gross SALARY			900.00 900.00	SS/Med 68.95			Net Pay Check #11000023	831.15 10.00 992.32
WASHINGTON, MARTHA	#3323 Single/00 Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	91.90 CT State 115.00	.88	Net Pay Check #11000024	992.32 10.00 1000.00
Department Totals	Gross SALARY			6,300.00 6,300.00	SS/Med Fed Wt	481.18 CT State 140.00	1.94 401 K MED125 X DED	5 Pays 5551.88	5551.88 10.00 50.00
10 - Department									
WATSON, JON D	#3474 Married/04 Gross SALARY			100.00 100.00	SS/Med 7.65			Net Pay Check #11000025	92.35 10.00 100.00
10 - Department Totals	Gross SALARY			100.00 100.00	SS/Med 7.65			1 Pay	92.35
2A - BUILDING									
BALANCE, JUNE	#3320 Married/02 Gross SALARY			1,200.00 1,200.00	SS/Med 91.80		LOANS	Net Pay Check #11000026	1008.20 10.00 1008.20
2A - BUILDING Totals	Gross SALARY			1,200.00 1,200.00	SS/Med 91.80		LOANS	1 Pay	1008.20
20 - RECEIVING									
CROWLEY, CYNTHIA	#0006 Single/01 Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	21.42 2.60		Net Pay Check #11000027	1012.93 10.00 1012.93
20 - RECEIVING Totals	Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	21.42 2.60		1 Pay	1012.93
30 - SHIPPING									
PEPSI, CAROLYN	#0003 Single/00 Gross SALARY			4,000.00 4,000.00	SS/Med Fed Wt	201.10 2.60	TEST	Net Pay Check #11000028	3144.30 10.00 3144.30
30 - SHIPPING Totals	Gross SALARY			4,000.00 4,000.00	SS/Med Fed Wt	201.10 2.60	TEST	1 Pay	3144.30

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Payroll Register

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008Run: 15
Week: 25
Qtr: 3
Page: 1

Employee Information		Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Cleared
50 - OFFICE										
KAVANAUGH, FLUFFER	#0010 Married/02	Gross SALARY			3,000.00 3,000.00	SS/Med Fed Wt	229.50 NY State 197.71 NY DIS	118.33 2.60	Net Pay Check #11000028	2451.86 <input type="checkbox"/>
50 - OFFICE Totals		Gross SALARY			3,000.00 3,000.00	SS/Med Fed Wt	229.50 NY State 197.71 NY DIS	118.33 2.60	1 Pay	2451.86
CLIENT TOTALS										
		Gross SALARY			15,800.00 15,800.00	SS/Med Fed Wt	1,207.93 CT State 1,060.96 NY State NY DIS	1.94 340.85 7.80	401 K MED125 LOANS X DED TEST	65.00 10.00 100.00 50.00 -306.00
Payroll Statistics		Employees Paid:	10							
		Active Employees Not Paid:	26							
		Terminated Employees Paid:	0							

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Payroll Register

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



Run: 15
Week: 25
Qtr: 3
Page: 2

Attachment V
DPSS Subsidized Employment Program Timesheet

DPSS Subsidized Employment Program

TIMESHEET

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

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

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

If you have any questions regarding this form, call Eddie Lopez at the Department of Social Services at (951) 358-3608.

Attachment VI
Subsidized Employment Position Description



Riverside County Department of Public Social Services

Workforce Connection

Subsidized Employment Position Description

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

Attachment VII
Plan 109 Referral

County of Riverside - Employment Services

Phone: (951) 358-3000

Worker Name: _____

Worker ID: _____

Worker Phone Number: _____

Date: _____

Case Name: _____

Case Number: _____

Referral To Activity

Customer Information

Name: _____

Social Security Number: _____

Contact Number: _____

Primary Language: _____

Goals: _____

Test Scores: Math _____ Reading _____

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

Activity Name: _____

Activity Number: _____

Days Per Week: _____

Hours: From _____ To _____

Start Date: _____

Expected End Date: _____

Comments: _____

Provider Information

Name: _____

Phone: _____

Address: _____

Fax: _____

Contact Person: _____

Contract Number: _____

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

(01/2003)

Page 1 of 1

C-IV PLAN 109 CIV

Attachment VIII
GAIN Payment Voucher

COUNTY OF RIVERSIDE

DEPARTMENT OF PUBLIC SOCIAL SERVICES

GREATER AVENUES FOR INDEPENDENCE PAYMENT VOUCHER

P.V. NO.	AUTHORIZATION TO FURNISH (Name of Bearer)
NOTICE TO VENDOR/MERCHANT This is your authorization to provide the named bearer ONLY THE ITEMS DESCRIBED BELOW, NO CASH BACK. Complete as follows: 1. WHITE COPY MUST BE SIGNED BY BEARER and MERCHANT. 2. SEND WHITE COPY PROPERLY CERTIFIED with a CASH REGISTER OR HANDWRITTEN RECEIPT ATTACHED to the GAIN office address shown below to initiate payment processing. 3. RETAIN YELLOW COPY FOR YOUR RECORDS.	VENDOR/STORE NAME: _____ ADDRESS: _____ ADDRESS: _____ CITY/STATE _____ ZIP CODE: _____
VOUCHER NOT REDEEMABLE 6 MONTHS FROM DATE OF ISSUE	

MERCHANDISE TO BE PROVIDED

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

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

Description: _____

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

VENDOR CERTIFICATION Dollar amount of items delivered \$ _____ I certify that I have delivered the merchandise specified hereon, payment has not been received, and the amount shown is due and unpaid. SEE ATTACHED RECEIPT(S) Name (print) _____ Title (print) _____ Signature: _____ Date: _____	BEARER CERTIFICATION I acknowledge that I have received the merchandise in the amount certified by the vendor. Name (print) _____ Signature: _____ Date: _____
--	---

COUNTY USE ONLY

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

GAIN OFFICE ADDRESS

IMPORTANT REMINDER: Please attach sales receipt(s)

Attachment IX
Monthly Performance Evaluation

Riverside County Department of Public Social Services

SUBSIDIZED EMPLOYEE MONTHLY EVALUATION

MONTH OF:

MONTH/YEAR

Company Name: _____

Employee's Name: _____

Case Number: _____

EVALUATION CHECKLIST

EVALUATION ELEMENTS	EXCELLENT	GOOD	FAIR	POOR
Appearance				
Attendance				
Attitude				
Customer Service				
Follows Instructions				
Completes Assignments				
Works well with others				
Shows Interest/Initiative				

EMPLOYEE STRENGTHS

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

TRAINING RECOMMENDATIONS

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

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

Supervisor

X

Signature

Date

PRINT NAME

TITLE

PHONE NUMBER

RETURN FORM INSTRUCTIONS:

- ☐ Give to Employee ☐ Fax to: _____
- ☐ Mail to: _____

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

and

CONTRACTOR
CalWORKs Expanded Subsidized Employment Services (Tier 2)
DPSS-XXXXX



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Attachment I – PII Privacy and Security Standards

Attachment II – Assurance of Compliance

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

Attachment IV – Payroll Register

Attachment V – DPSS Subsidized Employment Program Timesheet

Attachment VI – Subsidized Employment Position Description

Attachment VII – Plan 109 Referral

Attachment VIII – GAIN Payment Voucher

Attachment IX – Monthly Performance Evaluation

This Agreement is made and entered into this _____ day of _____, 20____, by and between **CONTRACTOR** (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. "CalWORKs" refers to California Work Opportunity and Responsibility to Kids, a public assistance program that provides cash aid and services to eligible families that have a child(ren) in the home.
- B. "CONTRACTOR" refers to **CONTRACTOR** including its employees, agents, representatives, subcontractors and suppliers.
- C. "Customer(s)" refers to a CalWORKs client(s).
- D. "COUNTY" or "DPSS" 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.
- E. "Expanded Subsidized Employment" refers to a wage subsidy program administered by the California Department of Social Services (CDSS).
- F. "WTW" refers to California's Welfare to Work program designed to assist welfare recipients to obtain or prepare for employment.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Schedule, Terms, and Method of Payment, and as outlined and specified in Schedule B, Scope of Services, Attachment I - PII Privacy and Security Standards, Attachment II - Assurance of Compliance, Attachment III - DPSS 2076A, DPSS 2076B & Instructions, Attachment IV - Payroll Register, Attachment V - DPSS Subsidized Employment Program Timesheet, Attachment VI - Subsidized Employment Position Description, Attachment VII - Plan 109 Referral, Attachment VIII - GAIN Payment Voucher, and Attachment IX - Monthly Performance Evaluation.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature by both parties and continues through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

4. COMPENSATION

The COUNTY shall pay the CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, Schedule, Terms, and Method of Payment. The 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 products. 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 the 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; and
 - (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 dishonestly 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. TRANSITION PERIOD

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

- A. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason.
- B. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to DPSS Customers.

C. To make available to DPSS in a timely manner all file information regarding DPSS Customers, without additional cost to DPSS.

8. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

The CONTRACTOR agrees that all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems appropriate, including but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of the COUNTY.

9. 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.

10. 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 the 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 perceived 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.

11. 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 CONTRACTOR 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 of 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 (CPA) 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 the CONTRACTOR.

12. CONFIDENTIALITY

- A. 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.

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 by performing administrative functions on behalf of programs, such as

determining eligibility for, or enrollment in, and CONTRACTOR may collect 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 Customer, are allowable. Any other use or disclosure of PII requires the express approval in writing of 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 I. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment I 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 the 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 the 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 the 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 the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- 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 retention 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, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 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 the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

19. **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.

20. **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.

21. **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.

22. 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.

23. 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, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) 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.

24. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

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

- a. An increased or decreased wage determination applied to this Agreement by operation of law;
- b. An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
- c. Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes

and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;

- d. CONTRACTOR shall notify COUNTY of any:
 - i. Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by COUNTY in writing; and/or
 - ii. Decrease under this clause, but nothing in the clause shall preclude COUNTY from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that COUNTY may reasonably require. Upon agreement of the parties, the Agreement hourly rate shall be modified in writing. CONTRACTOR shall continue performance pending agreement on determination of any such adjustment and its effective date.

25. LOBBYING

- A. The 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, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The 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.

26. 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.

27. 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; or
 - (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.
- 28. **SUPPLANTATION**
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.
- 29. **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.
- 30. **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.
- 31. **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.
- 32. **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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. 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 II. CONTRACTOR will sign and date Attachment II and return it to COUNTY along with this 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. Customer Complaints

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

<http://www.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 Customer or potential Customer any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Customers and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Customer in both languages.

35. 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:

DPSS:

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

Invoices and other financial documents:

Department of Public Social Services
Workforce Connection (WFC)
Attn: Renee Huecksteadt, Administrative Service Analyst II
11060 Magnolia Ave.
Riverside, CA 92505

CONTRACTOR:

CONTRACTOR'S ADDRESS**36. 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.

37. 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.

38. 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:	Printed Name of Person Signing: Sarah Mack
Title:	Title: Director, DPSS
Date Signed:	Date Signed:

Schedule A
Schedule, Terms, and Method of Payment

A.1 MAXIMUM REIMBURSABLE AMOUNT

The total annual payments to CONTRACTOR shall not exceed \$X.XX.

A.2 UNIT OF SERVICE

Prevailing wages will be paid at the going rate that the CONTRACTOR typically pays workers who perform that job function and in accordance with local Area Wage Determination found under the Department of Labor website: <https://beta.sam.gov/>

A.3 COMPENSATION

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

1. Tier 1 Reimbursement shall be as follows:

- a. 50% of DPSS Customer's wages will be reimbursed for the first 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly.
- b. After the first 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly, the CONTRACTOR will be 100% responsible for DPSS Customers' wages.
- c. After the initial subsidized period (the first 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly), up to an additional 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly may be reimbursed at 25% of DPSS Customer's wages, with written approval from CalWORKs, if one of the following criteria is met:
 - 1) The Customer is obtaining unsubsidized employment with the participating employer;
 - 2) The Customer is obtaining specific skills and experiences relevant for unsubsidized employment for a particular field.

2. Tier 2 Reimbursement shall be as follows:

- a. 100% of DPSS Customer's wages will be reimbursed up to 3 pay periods if paid bi-weekly or 6 pay periods if paid weekly.
- b. Tier 2 eligible Customers retained beyond the 3 pay periods if paid bi-weekly or 6 pay periods if paid weekly will then be considered a Tier 1 subsidized Customer and such Customer's wages shall be reimbursement as listed above.

3. DPSS shall determine and verify Expanded Subsidized Employment program eligibility of each Customer prior to referral for subsidized employment placement by the CONTRACTOR. Reimbursement of subsidy payments will be discontinued for Customers who become ineligible for the Expanded Subsidized Employment program during the specified wage subsidy period. If the CONTRACTOR retains the Customer as an unsubsidized employee upon discontinuance of the wage subsidy, the CONTRACTOR shall assume and be responsible for all employee benefits and compensation costs.

A.4 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. The 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.
- b. All payment claims shall be submitted on a monthly basis no later than 30 days after the completion of 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A (Attachment III) and the Payroll Register (Attachment IV). The Payroll Register must include the Customer name, hours worked, earnings, check date, taxes, and net pay in order to process payment. If any of the above information is not included on the payroll register, DPSS may delay payment. DPSS Subsidized Employment Program Timesheet (Attachment V) must be filled and forward along with the Payroll Register with the invoice.
- d. 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.

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.

Schedule B
Scope of Services

SCOPE OF SERVICE

- A. COUNTY shall refer Customers from the Riverside County Welfare to Work and CalWORKs program to CONTRACTOR using Subsidized Employment Position Description (Attachment VI) and Plan 109 Referral (Attachment VII). COUNTY shall designate whether Customer is eligible for Tier 1 or Tier 2 reimbursement.
- B. COUNTY will determine eligibility for all Customers enrolled in program.
- C. COUNTY WTW program staff will provide a copy of Customers' resume.
- D. CONTRACTOR shall:
1. Place referred Customers in subsidized employment with the goal of permanent employment.
 2. Pay Customer prevailing wages at the going rate that the CONTRACTOR typically pays workers who perform that job function and in accordance with local Area Wage Determination found under the Department of Labor website <https://beta.sam.gov/>. The services under this Agreement are reimbursed using temporary federal funds and state funds and cannot be used to displace current regular employees of an employer. CONTRACTOR will provide job description(s) for all position(s) they place subsidized employees in, which must include salary range for the position.
 3. Provide their written procedure for grievance and obtain the Customers signature verifying their review of the procedure.
 4. Conduct Customer background checks (as needed), fingerprinting, drug screening, physical, etc. for the position that employer may require. These services are reimbursable by COUNTY to CONTRACTOR with proper voucher submittal, using GAIN Payment Voucher (Attachment VIII).
 5. Ensure CONTRACTOR's sites comply with non-displacement guidelines. Placement sites cannot result in the termination or displacement of current employees, the reduction of current employees' working hours, or the infringement of promotional opportunities for current employees.
 6. Comply with state and federal worker protection provisions outlined in the Welfare and Institutions Code Section 11324.6 (<http://leginfo.legislature.ca.gov/>)
 7. Place Customers eligible for Tier 1 reimbursement into specified subsidized employment assignments within five (5) calendar days of referral and completion of pre-employment processing requirements, including receipt of live scan and/or drug screening results, when required.
 8. Place Customers eligible for Tier 2 reimbursement into subsidized employment assignments within three (3) days of referral.
 9. Offer employment with related training necessary for the Customer to successfully perform the job duties of the subsidized employment assignment and make every effort to ensure Customers gain experience toward the goal of ongoing unsubsidized employment.

10. Follow standard payroll accounting methods when issuing paychecks to Customers. Send thirty (30) day notice to the Customer and COUNTY that the assignment will be ending.
11. Collect attendance records for all Customers work hours using CONTRACTOR's Time-sheets, Payroll Registers and submit to DPSS along with monthly invoice.
12. Ensure invoices are submitted and supported in their entirety and in the manner prescribed by COUNTY. CONTRACTOR shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth day of the following month.
13. Provide the following reports:
 - a. Fiscal Reports, including monthly expenditure reports developed by COUNTY, and line item cost report based on actual expenditures.
 - b. Monthly Performance Evaluation (MPE) (Attachment IX) as developed by COUNTY. CONTRACTOR will be required to submit and return a Plan 109 to the DPSS Liaison indicating whether or not the Customer was retained as unsubsidized employee at the end of the subsidy period.

ATTACHMENT I
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:

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

ATTACHMENT II
Assurance of ComplianceASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMSTBD

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

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

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

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

Date

Director's Signature

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT III
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: TBD
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 (\$) _____
_____ # of Units) X (\$) _____

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

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

Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

Fund (5) _____

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

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____

Date _____

Class (10) _____

Management Reporting Unit _____

Date _____

Project/Grant (15) _____

Contracts Administration Unit Date _____

Vendor Code (10) _____

General Accounting Section _____

Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

Attachment IV
Payroll Register

Employee Information		Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check	Check?
BROOKS, MEL	#3334 Single/04	Gross			1,300.00	SS/Med	98.68 CT State	401 K 65.00 MED125 10.00 X DED 50.00	Net Pay 1075.26	Check #11000020	<input type="checkbox"/>
		SALARY			1,300.00						
PRESSEUR, MARTIN	#3319 Married/05	Gross			1,400.00	SS/Med	107.10		Net Pay 1292.90	Check #11000021	<input type="checkbox"/>
		SALARY			1,400.00						
REDMOND, KARL	#3332 Married/02	Gross			1,500.00	SS/Med	114.75		Net Pay 1360.25	Check #11000022	<input type="checkbox"/>
		SALARY			1,500.00	Fed Wt	25.00				
SMITH, JAMIE	#3328 Married/04	Gross			900.00	SS/Med	68.85		Net Pay 831.15	Check #11000023	<input type="checkbox"/>
		SALARY			900.00						
WASHINGTON, MARTHA	#3323 Single/00	Gross			1,200.00	SS/Med	91.80 CT State	.88	Net Pay 992.32	Check #11000024	<input type="checkbox"/>
		SALARY			1,200.00	Fed Wt	115.00				
Department Totals		Gross			6,300.00	SS/Med	481.18 CT State	1.94 401 K 65.00 MED125 10.00 X DED 50.00	5 Pays 5551.88		
		SALARY			6,300.00	Fed Wt	140.00				
10 - Department											
WATSON, JON D	#8474 Married/04	Gross			100.00	SS/Med	7.65		Net Pay 92.35	Check #11000025	<input type="checkbox"/>
		SALARY			100.00						
10 - Department Totals		Gross			100.00	SS/Med	7.65		1 Pay 92.35		
		SALARY			100.00						
2A - BUILDING											
BALANCE, INJIFE	#3320 Married/02	Gross			1,200.00	SS/Med	91.80	LOANS 100.00	Net Pay 1008.20	Check #11000026	<input type="checkbox"/>
		SALARY			1,200.00						
2A - BUILDING Totals		Gross			1,200.00	SS/Med	91.80	LOANS 100.00	1 Pay 1008.20		
		SALARY			1,200.00						
20 - RECEIVING											
CROWLEY, CYNTHIA	#0006 Single/01	Gross			1,200.00	SS/Med	91.80 NY State	21.42	Net Pay 1012.93	Check #11000027	<input type="checkbox"/>
		SALARY			1,200.00	Fed Wt	71.25 NY DIS	2.60			
20 - RECEIVING Totals		Gross			1,200.00	SS/Med	91.80 NY State	21.42	1 Pay 1012.93		
		SALARY			1,200.00	Fed Wt	71.25 NY DIS	2.60			
30 - SHIPPING											
PEP81, CAROLYN	#0003 Single/00	Gross			4,000.00	SS/Med	305.00 NY State	201.10 TEST -305.00	Net Pay 3144.30	Check #11000028	<input type="checkbox"/>
		SALARY			4,000.00	Fed Wt	652.00 NY DIS	2.60			
30 - SHIPPING Totals		Gross			4,000.00	SS/Med	305.00 NY State	201.10 TEST -305.00	1 Pay 3144.30		
		SALARY			4,000.00	Fed Wt	652.00 NY DIS	2.60			

Client: 62V
PC-SUPPORT TEST CLIENT ASEC

Payroll Register

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008Run: 15
Week: 25
Qtr: 3
Page: 1

Employee Information:		Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Cleared <input checked="" type="checkbox"/>
50 - OFFICE										
KAVANAUGH, FLUFFEE	#0010 Married/02	Gross SALARY			3,000.00 3,000.00	SS/Med Fed Wt	229.50 NY State 197.71 NY DIS	118.33 2.60	Net Pay Check #11000029	2451.86 <input type="checkbox"/>
50 - OFFICE Totals		Gross SALARY			3,000.00 3,000.00	SS/Med Fed Wt	229.50 NY State 197.71 NY DIS	118.33 2.60	1 Pay 2451.86	
CLIENT TOTALS		Gross SALARY			15,800.00 15,800.00	SS/Med Fed Wt	1,207.93 CT State 1,060.96 NY State NY DIS	1.94 340.85 7.80	401 K MED125 LOANS X DED TEST	65.00 10.00 100.00 50.00 -306.00
Payroll Statistics		Employees Paid:	10							
		Active Employees Not Paid:	26							
		Terminated Employees Paid:	0							

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Payroll Register

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

Run: 15
Week: 25
Qtr: 3
Page: 2



Attachment V
DPSS Subsidized Employment Program Timesheet

DPSS Subsidized Employment Program

TIMESHEET

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

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

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

If you have any questions regarding this form, call Eddie Lopez at the Department of Social Services at (951) 358-3608.

Attachment VI
Subsidized Employment Position Description



Riverside County Department of Public Social Services

Workforce Connection

Subsidized Employment Position Description

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

Attachment VII
Plan 109 Referral

County of Riverside - Employment Services

Phone: (951) 358-3000

Worker Name: _____

Worker ID: _____

Worker Phone Number: _____

Date: _____

Case Name: _____

Case Number: _____

Referral To Activity

Customer Information

Name: _____

Social Security Number: _____

Contact Number: _____

Primary Language: _____

Goals: _____

Test Scores: Math _____ Reading _____

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

Activity Name: _____

Activity Number: _____

Days Per Week: _____

Hours: From _____ To _____

Start Date: _____

Expected End Date: _____

Comments: _____

Provider Information

Name: _____

Phone: _____

Address: _____

Fax: _____

Contact Person: _____

Contract Number: _____

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

(01/2003)

Page 1 of 1

C-IV PLAN 109 CIV

Attachment VIII
GAIN Payment Voucher

COUNTY OF RIVERSIDE

DEPARTMENT OF PUBLIC SOCIAL SERVICES

GREATER AVENUES FOR INDEPENDENCE PAYMENT VOUCHER

P.V. NO.	AUTHORIZATION TO FURNISH (Name of Bearer)
NOTICE TO VENDOR/MERCHANT This is your authorization to provide the named bearer ONLY THE ITEMS DESCRIBED BELOW, NO CASH BACK. Complete as follows: 1. WHITE COPY MUST BE SIGNED BY BEARER and MERCHANT. 2. SEND WHITE COPY PROPERLY CERTIFIED with a CASH REGISTER OR HANDWRITTEN RECEIPT ATTACHED to the GAIN office address shown below to initiate payment processing. 3. RETAIN YELLOW COPY FOR YOUR RECORDS. VOUCHER NOT REDEEMABLE 6 MONTHS FROM DATE OF ISSUE	VENDOR/STORE NAME: _____ ADDRESS: _____ ADDRESS: _____ CITY/STATE ZIPCODE: _____

MERCHANDISE TO BE PROVIDED

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

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

Description: _____

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

VENDOR CERTIFICATION Dollar amount of items delivered \$ _____ I certify that I have delivered the merchandise specified hereon, payment has not been received, and the amount shown is due and unpaid. SEE ATTACHED RECEIPT(S) Name (print) _____ Title (print) _____ Signature: _____ Date: _____	BEARER CERTIFICATION I acknowledge that I have received the merchandise in the amount certified by the vendor. Name (print) _____ Signature: _____ Date: _____
---	---

COUNTY USE ONLY

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

GAIN OFFICE ADDRESS

IMPORTANT REMINDER: Please attach sales receipt(s)

Attachment IX
Monthly Performance Evaluation

Riverside County Department of Public Social Services

SUBSIDIZED EMPLOYEE MONTHLY EVALUATION

MONTH OF: <small>MONTH-YEAR</small>

Company Name: _____

Employee's Name: _____

Case Number: _____

EVALUATION CHECKLIST

EVALUATION ELEMENTS	EXCELLENT	GOOD	FAIR	POOR
Appearance				
Attendance				
Attitude				
Customer Service				
Follows Instructions				
Completes Assignments				
Works well with others				
Shows Interest/Initiative				

EMPLOYEE STRENGTHS

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

TRAINING RECOMMENDATIONS

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

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

Supervisor

X

Signature

Date

PRINT NAME

TITLE

PHONE NUMBER

RETURN FORM INSTRUCTIONS:

- ☐ Give to Employee ☐ Fax to: _____
☐ Mail to: _____

ATTACHMENT D
CalWORKs Work Experience and Community Service Providers

1. Alternatives to Domestic Violence
2. American Legion
3. Angel View, Inc
4. Animal Friends of the Valley, Inc
5. Banning Chamber of Commerce
6. Birth Choice of the Desert
7. Blythe Emergency Food Pantry
8. Boys and Girls Club of Coachella Valley
9. Boys and Girls Club of Southwest County
10. Calimesa Chamber of Commerce
11. Canine Support Teams, Inc.
12. Carol's Kitchen
13. Cathedral City Chamber of Commerce
14. Catholic Charities – San Bernardino
15. Center for Employment Training
16. CHARLEE Family Care
17. City of Blythe
18. City of Canyon Lake
19. City of Desert Hot Springs
20. City of Indio
21. City of Lake Elsinore
22. City of Menifee
23. City of Norco
24. Coachella Chamber of Commerce
25. Coachella Valley Rescue Mission
26. Coachella Valley Volunteers in Medicine
27. Coachella Valley Wild Bird Center
28. Coachella Valley Women's Business Center
29. Community Center For Healthy Minds
30. Community Connect
31. Community Now
32. Community Pantry
33. Community Settlement Association
34. Corona-Norco Family YMCA
35. Corona-Norco Settlement House
36. Court and Specialized Investigations
37. Court Appointed Special Advocates Program, Inc. DBA CASA
38. Descret Industries
39. Desert Aids Project
40. Desert Best Friends Closet
41. Desert Learning Center
42. Eagles Wings Community Outreach Center - Perris
43. EXCEED
44. Family Service Association
45. Feeding America
46. Oasis Thrift
47. FIND Food Bank
48. First 5 of Riverside
49. Food Now Inc

ATTACHMENT D
CalWORKs Work Experience and Community Service Providers

50. Galilee Center
51. German Short Haired Pointer Rescue
52. Get in Motion Entrepreneurs
53. Golden Era Productions - San Jacinto
54. Goodwill Industries of Southern California
55. Habitat for Humanity
56. Habitat for Humanity Restore
57. Harmony Kitchen -Palo Verde Valley Senior Citizens Non Profit Corp
58. Heartbeat @ 22 dba Mama's House
59. HELP Inc
60. Hemet San Jacinto Chamber of Commerce
61. Housing Authority
62. Mead Valley Community Center
63. Jefferson Transition Program
64. Kittyland Cat & Kitten Rescue
65. Lake Elsinore Library
66. Life Stream - San Bernardino
67. Magnolia Rehabilitation & Nursing Center
68. Martha's Village & Kitchen
69. Menifee Valley Chamber of Commerce
70. Menifee Valley Community Cupboard
71. Mizell Senior Center Desert Hot Springs
72. NDR Therapeutic Riding
73. Neighborhood Healthcare - Escondido
74. Neuro Vitality Center formerly Stroke Recovery Center
75. Norco Chamber of Commerce
76. Odyssey Health Care
77. Operation Kidz Komfort
78. Operation Safehouse
79. Palo Verde Cemetery Dist
80. Palo Verde College - CalWORKs
81. Perris Elementary School District/Rob Reiner
82. Perris Valley Chamber of Commerce
83. Renu Hope Foundation
84. Revivals Desert Aids Project
85. Road of Success
86. Salvation Army, Cathedral City
87. Salvation Army, Hemet
88. Salvation Army, Murrieta
89. Salvation Army, Riverside
90. San Geronio Memorial Hospital
91. Sheltering Wings
92. Smooth Transition Inc
93. Southwest CC Thrift Store
94. State of California Employment Development Department
95. Sun City K9 Adoptions Inc
96. The Pet Rescue Center, Inc.
97. United States Veterans
98. United Way
99. Valley Adult School

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

AGREEMENT:

PROVIDER:

TERM OF AGREEMENT:

This Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 20__ by and between **Provider** (hereinafter referred to as "Provider") and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (hereinafter referred to as "DPSS" or "County").

WHEREAS, DPSS is required to provide Work Experience and Community Service opportunities to CalWORKs Customers; and,

WHEREAS, Provider is qualified to provide said services; and,

WHEREAS, DPSS and Provider entered into that certain Workforce Connection Letter of Agreement dated **Date** (hereinafter referred to as "Letter of Agreement"); and,

WHEREAS, DPSS and Provider desire this Agreement to completely supersede and replace the Letter of Agreement;

NOW THEREFORE, DPSS and Provider do hereby covenant and agree that Provider shall provide said services in accordance with the TERMS and CONDITIONS (hereinafter referred to as "T&C") attached hereto and incorporated herein by this reference.

Authorized Signature for DPSS:	Authorized Signature for Provider:
Printed Name of Person Signing:	Printed Name of Person Signing:
Sarah Mack	
Title:	Title:
Director, DPSS	
Address:	Address:
2980 Washington Street Riverside, CA 92504	
Date Signed:	Date Signed:

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List of Exhibits

Exhibit A- Community Services/WEX Weekly Attendance/Assessment Sheet

Exhibit B – WEX Position Request

List of Attachments

Attachment I - PII Privacy and Security Standards

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CalWORKs" is the acronym for Assembly Bill 1542 passed in 1997 known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act.
- B. "Customers" refers to CalWORKs Welfare to Work (WTW) customers.
- C. "County" or "DPSS" 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.
- D. "Provider" refers to **Provider** who will be providing Work Experience and Community Service opportunities to referred Customers.
- E. "Work Experience" (WEX) refers to a federally defined core Welfare to Work (WTW) activity, that is inclusive of public or private sector work that: provides basic job skills, enhances existing job skills related to the Customer's experience, or provides a needed community service that leads to employment. The State provides workers' compensation coverage to recipients in Community Service programs and Work Experience activities.
- F. "Community Service" is an unpaid Welfare to Work activity that is temporary and transitional, is performed in the public or private non-profit sector, is under the close supervision of the activity provider, and provides Customers with basic job skills while meeting a community need.

II. DPSS RESPONSIBILITIES

DPSS shall:

- A. Assign DPSS personnel to be the liaison between DPSS and Provider.
- B. Identify Customers who are eligible to participate in Work Experience or Community Service opportunities.
- C. Provide prescreening for all Customers to include the following:
 - 1. Copy of a valid ID or Driver's License.
 - 2. LiveScan
- D. Interview and refer Customers to Provider.

- E. Submit completed referral forms via a DPSS approved method notifying Provider of eligible Customers. All pertinent information, including hours of work shall be included on the form sent to Provider when a referral is made.
- F. Problem-solve and intervene with behavioral and/or work-related issues on behalf of the Customer.
- G. Maintain regular communication with Provider and provide an evaluation form for Provider's assigned staff to complete at regular intervals.
- H. Provide all necessary supportive services to the Customer.

III. PROVIDER RESPONSIBILITIES

Provider shall:

- A. Assign Provider personnel to be the liaison between Provider and DPSS.
- B. Ensure compliance with the T&C outlined in this Agreement.
- C. Delegate staff to provide direct supervision of Customers performing the duties of the position as detailed in Exhibit B, WEX Position Request. Exhibit B is attached hereto and incorporated herein by this reference.
- D. Review referral forms submitted by DPSS notifying Provider of eligible candidates.
- E. Coordinate the identification, placement, and support of each Customer in the classification and skill sets as outlined and agreed upon in the WEX Position Request.
- F. Recognize and agree that Customers are not employees of Provider and can be removed from the training assignment at any time for any reason. These individuals are not entitled to any paid benefits, including but not limited to sick leave or vacation leave.
- G. If the Customer is released for any reason, notify DPSS liaison immediately.
- H. Ensure that referred Customers adhere to the agreed upon Work Experience/Community Service guidelines.
- I. Work with the Customer to determine his/her work schedule with the understanding that there is a predetermined amount of hours necessary to meet Welfare to Work requirements.
- J. Provide training to ensure the referred Customer is able to perform the assigned Work Experience or Community Service assignment duties.

- K. Provide mentoring to the Customer during the Work Experience or Community Service assignment and complete an evaluation form for each Customer to return to DPSS.
- L. Schedule each Customer to work the number of hours identified on the referral form.
- M. Provide attendance records to DPSS to include specific days and times of attendance and related comments for each Customer using the Weekly Attendance Sheet attached hereto as Exhibit A and incorporated by this reference.
- N. Provider shall comply with the nondisplacement provisions set forth in Welfare and Institutions Code Section 11324.6.

IV. GENERAL PROVISIONS

A. TERM OF AGREEMENT

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for five (5) years, unless terminated earlier. Provider shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

B. COMPENSATION

This Agreement is for the mutual benefit of DPSS and Provider. DPSS is under no obligation to pay Provider. No money will be exchanged between DPSS and Provider in connection with this Agreement.

C. TERMINATION

1. DPSS may terminate this Agreement without cause upon thirty (30) days written notice serviced upon Provider stating the extent and effective date of termination.
2. DPSS may, upon five (5) days written notice, terminate this Agreement for Provider's default, if Provider refuses or fails to comply with the T&C of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.
3. After notice of termination, Provider shall (a) stop all work under this Agreement on the date specified in the notice of termination, and (b) transfer to DPSS and deliver in the manner as directed by DPSS any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DPSS.

D. CONFLICT OF INTEREST

Provider covenants that it, its employees, or its agents have no interest, including, but not limited to, other projects or contracts, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Provider's performance under this Agreement. Provider agrees to inform DPSS of all the Provider's interests, if any, which are or may be perceived as incompatible with DPSS's interests. Provider or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DPSS employees.

E. INSPECTION OF SERVICE

All services furnished by Provider in the performance of this Agreement shall be subject to inspection and test by DPSS or other regulatory agencies at all times. Provider shall provide adequate cooperation to any inspector or other DPSS representative to permit him/her to determine the Provider's conformity with the T&C of this Agreement. If any services performed by Provider are not in conformance with the T&C of this Agreement, DPSS shall have the right to require Provider to perform the services in conformance with the T&C of the Agreement or terminate this Agreement for default.

F. RELATIONSHIP OF PARTIES

Provider, for purposes relating to this Agreement is an independent contractor. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the parties. It is understood and agreed by the parties that Provider in the performance of this Agreement is subject to the control or direction of DPSS merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

G. DISPUTE RESOLUTION

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

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

H. NON-DISCRIMINATION

Provider shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of

ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in the performance of this Agreement. To the extent they shall be found to be applicable hereto, Provider shall comply with the provisions of the California Fair Employment and Housing Act (Government Code 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the American with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

I. COMPLIANCE WITH APPLICABLE LAWS

Provider shall comply with all applicable federal, state, and local laws and regulations. Provider shall comply with all applicable County of Riverside policies and procedures. In the event there is a conflict between the various laws or regulations that may apply, Provider shall comply with the more restrictive law or regulation.

J. NOTICES

All notices, claims, correspondence, reports, and/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:

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

PROVIDER: Provider's Address

K. CONFIDENTIALITY

Provider shall maintain the privacy and confidentiality of all information which is acquired in connection with this Agreement. Provider shall comply with Welfare and Institutions Code Sections 10850 and 18909, CDSS MPP Division 19 regulations, and all other laws and regulations relating to privacy and confidentiality applicable to this Agreement.

L. PERSONALLY IDENTIFIABLE INFORMATION

1. 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 by performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and

Provider may collect PII for such purposes, to the extent such activities are authorized by law.

2. Provider may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with WIC 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. Provider shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
3. Provider agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, Provider shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

M. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

N. INSURANCE

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

(1) Workers' Compensation:

If Provider has employees as defined by the state of California, Provider shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Provider's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Provider shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- (2) The Provider must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed

\$500,000 per occurrence each such retention shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions unacceptable to the County of Riverside, and at the election of the County of Riverside's Risk Manager, Provider's carriers shall either: (1) reduce or eliminate such self-insured retention as respects this Agreement with DPSS, or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- (3) Provider shall cause Provider's insurance carrier(s) to furnish the County of Riverside with either (1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and (2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Provider shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that Provider's insurance shall be construed as primary insurance, and the County of Riverside's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Provider has become inadequate.

- (6) Provider shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County of Riverside.
- (8) Provider agrees to notify DPSS 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.

O. ASSIGNMENT

Provider shall not assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DPSS. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

P. WAIVER

Any waiver by DPSS of any breach of any one or more of the T&C of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DPSS to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the T&C or preventing DPSS from enforcement of the T&C of this Agreement.

Q. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

R. MODIFICATION OF T&C

No addition to or alteration of the T&C of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of an amendment to this Agreement which is formally approved and executed by both parties.

S. ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior or contemporaneous representations, proposals, discussions, communications, or agreements, of any kind or nature, whether oral or in writing.

Exhibit A

Riverside County
Department of Public Social Services

**COMMUNITY SERVICES/
WEX WEEKLY ATTENDANCE/ASSESSMENT**

WEEK OF:
09/01/2014
MO/DAY/YEAR

Company Name: ABC Company
Participant's Name: Jane Doe
Case Number: A555551

DAY	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Hrs. for Week
Date	9/1	9/2	9/3	9/4	9/5	9/6	9/7	
# of Hours	4.0	4.5	2.5	3.0	3	3	/	20

ASSESSMENT CHECKLIST

EVALUATION ELEMENTS	EXCELLENT	GOOD	FAIR	POOR
Appearance	✓			
Attendance	✓			
Attitude	✓			
Customer Service		✓		
Follows Instructions	✓			
Completes Assignments		✓		
Works well with others		✓		
Shows Interest/Initiative	✓			

PARTICIPANT STRENGTH

This week, the participant performed well in the following areas:

Works well with co-workers. Attendance is great!

TRAINING RECOMMENDATIONS

Please make training recommendations for improvement and/or comments:

Needs training/class in customer service.

PLEASE SIGN

On-Site Supervisor

X *Mary Smith*

Signature

9/08/2014

Date

Mary Smith

Supervisor

(951) 555-1234

PRINT NAME

TITLE

PHONE NUMBER

RETURN FORM INSTRUCTIONS:

- ☒ Give to Employee ☒ Fax to: 951-555-1234
☒ Mail to: 123 County Street, Riverside, CA 92505

R/SD 3913 (REV. 6/12) CS/WEX Weekly Attendance

S
A
M
P
L
E

Exhibit B



WEX POSITION REQUEST

Provider: _____
 Requested Position: _____ Openings: _____
 Report to: Name: _____ Title: _____
 Phone #: _____ Email: _____

Live Scan Required: ☐ YES ☐ NO

	MON	TUE	WED	THU	FRI	SAT	SUN
HOURS							
TOTAL AVAILABLE HOURS							

Bilingual needed ☐ YES ☐ NO Language _____

Interview prior to acceptance ☐ YES ☐ NO

Duties:

Minimum Requirements:

Requestor's Name: _____

Signature: _____ Date: _____

Contact Info: Phone: _____ Email: _____

Administrative Use Only	
WEX Request ID:	_____

DPSS 4709 (7/18) WEX POSITION REQUEST

I. PHYSICAL SECURITY

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

- A. Secure all areas of the Provider 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 Provider staff.
- D. Require Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Provider 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