

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



ITEM  
3.29  
(ID # 9675)

MEETING DATE:

Tuesday, June 25, 2019

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve the Amended and Restated Agreements with Valley Restart Shelter, Path of Life Ministries, and Coachella Valley Rescue Mission for Emergency Shelter Services for one additional year and Approve the Amended and Restated Agreement with Coachella Valley Association of Governments for West Valley Navigation Program Services for one additional year. All Districts; [Total Cost: \$1,089,711; 100% General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute Second Amended and Restated Agreement # HO-01647-16 with Valley Restart Shelter for emergency shelter services for \$200,000, extending the period of performance for an additional year through June 30, 2020; and,
2. Approve and Execute Second Amended and Restated Agreement # HO-01996-10 with Path of Life Ministries for emergency shelter services for \$400,000, extending the period of performance for an additional year through June 30, 2020; and,
3. Approve and Execute Second Amended and Restated Agreement # HO-02184-11, with Coachella Valley Rescue Mission for emergency shelter services for \$130,000, extending the period of performance for an additional year through June 30, 2020; and,
4. Approve and Execute First Amended and Restated Agreement # HO-03706-02 with Coachella Valley Association of Governments for West Valley Navigation Program services for \$359,711, extending the period of performance for an additional year through June 30, 2020; and,
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved County Counsel, to sign amendments that make modifications to the statement of work that stay within the intent of the agreements.

ACTION: Policy

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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, Purchasing

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ID# 9675

Kecia Harper  
Clerk of the Board

By:   
3.29 outy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 1,089,711	\$ 1,089,711	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 1,089,711	\$ 1,089,711	\$ 0
<b>SOURCE OF FUNDS:</b> 100% General Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20

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

**BACKGROUND:**

**Summary**

The Department of Public Social Services (DPSS) has developed and maintained an effective countywide Continuum of Care (CoC) for homeless persons in Riverside County by organizing and delivering supportive social services, including housing options to meet the specific needs of individuals and families experiencing homelessness through contacts with local homeless shelter providers. DPSS currently holds contracts with Valley Restart Shelter (VRS), Path of Life Ministries (POLM) and Coachella Valley Rescue Mission (CVRM) for emergency shelter services, and Coachella Valley Association of Governments (CVAG) for West Valley Navigation Program services. To ensure that each emergency shelter operator continues to deliver services through June 30, 2020, the Department recommends extension of these contracts.

**Valley Restart Shelter**

VRS provides emergency shelter and supportive services to individuals and families experiencing homelessness in the Hemet/San Jacinto Valley for an annual amount of \$200,000. VRS has thirty-five (35) beds for emergency housing services and provides morning and evening meals daily.

**Path of Life Ministries Year-Round Family Shelter**

POLM, a faith-based community non-profit organization located in Riverside, operates an emergency shelter that provides fifty (50) beds to families experiencing homelessness as well as morning and evening meals daily for an annual amount of \$400,000.

**Coachella Valley Rescue Mission**

CVRM, a community non-profit organization located in the Coachella Valley, operates an emergency shelter that provides thirty-five (35) beds to men, women and children who are homeless as well as providing morning and evening meals daily for an annual amount of \$130,000.

**Coachella Valley Association of Governments**

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

CVAG offers administrative support to the West Valley Navigation Program, which provides Homeless Prevention, Rapid Rehousing, Emergency Shelter and Diversion Services for an annual amount of \$359,711.

**Impact on Residents and Businesses**

These programs offer vital survival resources for homeless persons in Riverside County who might otherwise have nowhere to go. Shelter partners provide a safe, secure shelter and hot meals.

**Contract History and Price Reasonableness**

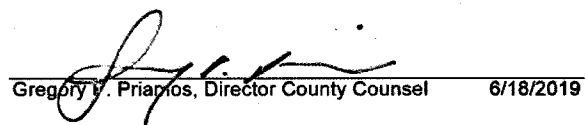
DPSS has contracted with Riverside County homeless shelter providers for over ten (10) years. The County has provided these agencies with a minimum level of funding to support their year-round operations. Each agency relies on alternative funding sources to fully-support their operations.

**ATTACHMENTS:**

- Attachment A: Second Amended and Restated Agreement, HO-01647-16, with Valley Restart Shelter
- Attachment B: Second Amended and Restated Agreement, HO-01996-10, with Path of Life Ministries
- Attachment C: Second Amended and Restated Agreement, HO-02184-11, with Coachella Valley Rescue Mission
- Attachment D: First Amended and Restated Agreement, HO-03706-02, with Coachella Valley Association of Governments

Prev.Agn.Ref.: (06/13/17 3.15) (06/05/14 3.37) (09/24/13 3.11) (10/16/12 3.36) (06/26/12 3.25) (06/26/12 3.26) (12/16/11 3.28) (9/27/11 3.21) (07/26/11 3.58) (05/10/11 3.24)

  
Teresa Summers, Director of Purchasing 6/14/2019

  
Gregory V. Priamos, Director County Counsel 6/18/2019

**RIVERSIDE COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
EMERGENCY SHELTER PROGRAM AGREEMENT**

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

CONTRACT: **HO-01647-16** to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

CONTRACTOR: **VALLEY RESTART SHELTER**

AGREEMENT TERM: **JULY 1, 2010 THROUGH JUNE 30, 2020**

MAXIMUM ANNUAL AGREEMENT AMOUNT: **\$50,000 FOR FY 10/11 AND FY 11/12  
\$90,000 FOR FY 12/13 AND FY 13/14  
\$200,000 FOR FY 14/15 THROUGH FY 19/20**

This Second Amended and Restated Emergency Shelter Program Agreement, HO-01647-16, (herein referred to as the "Agreement"), effective upon signature of both parties, is made and entered into by and between Valley Restart Shelter, a Californian nonprofit corporation, (herein referred to as "Contractor"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "County" and/or "DPSS").

**WHEREAS**, DPSS and Contractor previously entered into that certain Emergency Shelter Program Agreement, HO-01647, to provide shelter services for the homeless executed April 13, 2010 and effective July 1, 2010 (herein referred to as "Original Agreement"); and,

**WHEREAS**, DPSS and Contractor previously entered into that certain First Amendment, HO-01647-01, executed June 15, 2010 and effective July 1, 2010; that certain Second Amendment, HO-01647-02, executed September 28, 2010 and effective January 1, 2011; that certain Third Amendment, HO-01647-03, approved May 10, 2011, Agenda Item 3.24 and effective March 1, 2011; that certain Fourth Amendment, HO-01647-04, executed July 5, 2011 and effective July 1, 2011; that certain Fifth Amendment, HO-01647-05, executed August 24, 2011 and effective July 1, 2011; that certain Sixth Amendment, HO-01647-06, executed June 18, 2012 and effective July 1, 2012; that certain Seventh Amendment, HO-01647-07, approved October 16, 2012, Agenda Item 3.36 and effective July 1, 2012; that certain Eighth Amendment, HO-01647-08, executed May 15, 2013 and effective July 1, 2013; that certain Ninth Amendment, HO-01647-09, approved October 8, 2013, Agenda Item 3.11 and effective July 1, 2013; that certain First Amended and Restated Emergency Shelter Program Agreement, HO-01647-10, approved July 1, 2014, Agenda Item 3.37; that certain Eleventh Amendment, HO-01647-11, executed August 29, 2014 and effective July 1, 2014; that certain Twelfth Amendment, HO-01647-12, executed June 19, 2015 and effective July 1, 2015; that certain Thirteenth Amendment, HO-01647-13, executed June 9, 2016 and effective July 1, 2016; that certain Fourteenth Amendment, HO-01647-14, executed June 20, 2017 and effective July 1, 2017; and that certain Fifteenth Amendment, HO-01647-15, executed June 28, 2018 and effective July 1, 2018; and,

**WHEREAS**, DPSS and Contractor desire to amend and restate the Original Agreement, as amended, for a second time in its entirety to extend the Effective Period for one (1) year commencing on July 1, 2019 and continuing through June 30, 2020;

**NOW THEREFORE**, DPSS and Contractor do hereby covenant agree that Contractor will provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS (herein referred to as "T&C"), attached hereto and incorporated herein by this reference, specifying the responsibilities of DPSS and Contractor.



## **VALLEY RESTART SHELTER**

### **EMERGENCY SHELTER PROGRAM AGREEMENT**

#### **TERMS AND CONDITIONS**

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Exhibit A – DPSS 2076A and 2076B Form with Instructions

Exhibit B – Sign-In Sheet

Exhibit C – Assurance of Compliance

Exhibit D – HIPAA Business Associate Agreement

## **TERMS AND CONDITIONS**

### **I. ABBREVIATIONS AND DEFINITIONS**

- A. "Bed Night" refers to one bed per Customer per night.
- B. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
  - Substance Abuse
  - Housing
  - Employment
  - Children
  - Intake & Assessment
- C. "CoC CORE Region" refers to County of Riverside DPSS-Adult Services Division, Coordination, Oversight, Reporting and Evaluation Region
- D. "County Risk Manager" refers to the individual currently holding that title within the Human Resources Department of the County of Riverside.
- E. "Critical Incident(s)" refers to any event that jeopardizes the safety of Customers, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- F. "Customer" refers to a shelter seeker.
- G. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement; for purpose of this Agreement, "DPSS" and "County" may be used interchangeably.
- H. "Emergency Shelter" refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign lease or occupancy agreements, as defined per 24 CFR 576.2.
- I. "HMIS" refers to the DPSS web-based Homeless Management Information System connectivity. It is a computerized data collection system designed to capture Customer-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.
- J. "HUD" refers to the United States Department of Housing and Urban Development.
- K. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modification and change orders to the foregoing, entered into by the Contractor with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the T&C contained in this Agreement.
- L. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.

### **II. DPSS RESPONSIBILITIES**

DPSS will:

- A. Assign DPSS CoC CORE Region personnel to be the liaison between the Contractor and DPSS.
- B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through

any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.

### **III. CONTRACTOR RESPONSIBILITIES**

The Contractor will:

A. Assign Contractor staff to be the liaison between the DPSS and the Contractor.

B. Provide the following shelter services:

1. Shelter

- a. Provide emergency housing services for up to thirty-five (35) homeless persons free of charge in the Contractor's Menlo Ave shelter in Hemet, California for up to ninety (90) days, consisting of a sixty (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause, which must be documented. Customers seeking to reenter the shelter who have used their ninety (90) days within the previous six (6) calendar months shall not be served until all new Customers have been served.
- b. Make available for each Customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon a Customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
- c. Provide sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed on the floor shall only be used as a bed choice of last resort.

2. Meals

- a. Provide a morning and evening meal on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by Contractor for DPSS' review.
  - b. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
  - c. The evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.
3. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief, Social Security; Supplemental Security Income; the Women, Infants and Children Nutrition Program; etc.), vocational services, legal assistance, etc.
4. Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter. If a Customer is not interested in receiving services this must be documented.
5. Maintain written records on site of the following for DPSS' review:
- a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
  - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
6. Post shelter rules and guidelines in English and Spanish in a conspicuous place.

7. Maintain and post in a conspicuous place a Customer grievance procedure.
8. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
9. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
10. Clear all Customers through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<https://www.meganslaw.ca.gov/>).
11. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while Customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.
12. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with the Continuum of Care HMIS policies and procedures, and entering required Customer data according to the HMIS Written Standards policies and timelines. Contractor shall contribute the 35 beds to the Housing Inventory Count (HIC) and respond to the HIC survey, as required.

DPSS retains the rights to the HMIS and case management software application. DPSS grants the Contractor a non-exclusive perpetual license to use the HMIS software for the term of this Agreement.

13. Ensure that employees using HMIS for Customer intake capture all Universal Data Elements (UDE), as set forth in the Riverside County's CoC HMIS Policies and Procedures Manual, which is located on the DPSS CoC CORE Region website:  
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.
14. Participate regularly in the Continuum of Care meetings.
15. Notify DPSS CoC CORE Region, within a reasonable amount of time, of any Critical Incidents.
16. Notify DPSS, in writing, if the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the Agreement term. DPSS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.
17. Register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms provided by DPSS to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement

The Contractor may contact 2-1-1 by one of the following methods:

<b>Telephone</b>	(951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
<b>U.S. Postal Service</b>	2060 University Avenue, #212, Riverside, CA 92507
<b>E-mail</b>	<a href="mailto:info@connectriverside.org">info@connectriverside.org</a>

#### IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total annual payments to Contractor under this Agreement shall not exceed:

Fiscal Year Period	Maximum Annual Reimbursement Amount
July 1, 2010 through June 30, 2011	\$50,000
July 1, 2011 through June 30, 2012	\$50,000
July 1, 2012 through June 30, 2013	\$90,000
July 1, 2013 through June 30, 2014	\$90,000
July 1, 2014 through June 30, 2015	\$200,000
July 1, 2015 through June 30, 2016	\$200,000
July 1, 2016 through June 30, 2017	\$200,000
July 1, 2017 through June 30, 2018	\$200,000
July 1, 2018 through June 30, 2019	\$200,000
July 1, 2019 through June 30, 2020	\$200,000

B. COST OF SERVICE RATE

The Contractor shall be paid a unit of cost of \$30.00 per Bed Night for thirty-five (35) beds, regardless if the bed is occupied or not, not to exceed the maximum annual reimbursement amount above.

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

1. All claims must be submitted on a monthly basis no later than twenty (20) calendar days after the end of each month in which the services were provided. All claims submitted in a timely manner and completed shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
2. The Contractor shall submit the DPSS 2076A (**Exhibit A**) following instructions set forth on the "Instructions for DPSS 2076A" (**Exhibit A**) and the attached sign-in sheet (**Exhibit B**) for request of all payments. Copies of these forms are attached hereto and incorporated herein by this reference.
3. Claims must be submitted each month. For months with no billing, a claim for zero dollars (\$0.00) must be submitted.
4. The Contractor may, under special circumstances, be required to submit actual receipts, in lieu of the attached sign-in sheet (**Exhibit B**).
5. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June are due no later than the 4<sup>th</sup> of June. Actual Contractor invoices for May and June are due no later than the 30<sup>th</sup> of July.

D. FINANCIAL RESOURCES

The Contractor warrants that the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, parent, or subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain actual receipts, auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. If Contractor expends \$750,000 or more in a year in Federal funding, Contractor shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

#### F. SUPPLANTATION

The Contractor shall not supplant any Federal, State, or County funds intended for the purpose of this Agreement with any funds made available under any other agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior approval of DPSS.

#### G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

#### H. AVAILABILITY OF FUNDING

DPSS' obligation for payment of this Agreement is contingent upon and limited by the availability of funds from which payment can be made. There shall be no legal liability for payment on the part of DPSS unless funds are made available for such payment by the County Board of Supervisors. In

the event funds are not forthcoming for any reason, DPSS shall immediately notify Contractor in writing and this Agreement shall be deemed terminated and be of no further force or effect.

## **V. GENERAL PROVISIONS**

### **A. EFFECTIVE PERIOD**

This Agreement is effective from July 1, 2010 through June 30, 2020, unless terminated earlier as provided herein.

### **B. CONFLICT OF INTEREST**

The Contractor, Contractor's employees and agents shall have no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

### **C. NOTICES**

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

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

**CONTRACTOR:** Valley Restart Shelter  
200 E. Menlo Avenue  
Hemet, CA 92543

All reports shall be addressed as follows: [contractreporting@rivco.org](mailto:contractreporting@rivco.org) and [rconcepc@rivco.org](mailto:rconcepc@rivco.org). If the Contractor does not have access to e-mailing, then the Contractor shall mail all reports to the physical address listed above.

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

Department of Public Social Services  
CoC CORE Region  
1111 Spruce Street  
Riverside, CA 92507

### **D. CONFIDENTIALITY**

1. Contractor shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the 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.



2. 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.
3. Contractor shall ensure case record 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.
4. 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.

#### E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section, "Domestic Partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### F. CUSTOMER CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

The Contractor shall complete the Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit C** and incorporated herein by this reference. The Contractor will sign and date Exhibit C and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

2. Customer Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service 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.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>.

Civil Rights Complaints should be referred to:

Civil Rights Coordinator

3. Services, Benefits and Facilities

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

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

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

4. Cultural Competency

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

G. RELIGIOUS PROHIBITION

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement, including, but not limited to, requiring a Customer to attend any religious activity or instruction as a condition for receiving any services provided by this Agreement.

H. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Contractor, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Contractor shall

defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

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

## I. INSURANCE

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

### **Workers' Compensation:**

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

### **Commercial General Liability:**

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

### **Professional Liability:**

**If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or Subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tall**

Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as the law allows.

#### **Vehicle Liability:**

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

#### **General Insurance Provisions – All lines:**

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

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### J. LICENSES AND PERMITS

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

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

#### K. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

#### L. ASSIGNMENT

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

#### M. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any Subcontract with any Subcontractor who:
  - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

- ii. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - iv. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
  - c. The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of Subcontractors.
  - d. Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### N. DISCLOSURE OF INFORMATION RELEVANT TO CUSTOMER SAFETY

As stipulated in Penal Code Section 11105.3, the Contractor agrees to notify DPSS of any Contractor employee or volunteer staff that has been convicted of any crimes involving sex, drugs, or violence, or who are known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Customers. The procedures for notification are as follows:

- When such information becomes known to the Contractor, the Contractor shall immediately notify DPSS concerning any arrests or convictions, for anything other than minor traffic offenses or unsubstantiated allegations of child abuse, of any paid employee or volunteer staff.
- In the event that notification is made, DPSS will make the necessary contractual changes up to and including termination of this Agreement.

Failure to notify DPSS of the above is grounds for termination of this Agreement.

O. CHILD ABUSE REPORTING

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

P. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, Subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

Q. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

R. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of the HIPAA Business Associates Agreement attached hereto as Exhibit D and incorporated herein by this reference. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

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

S. DISPUTES

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

T. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement



and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### U. TERMINATION

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

#### V. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

#### W. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

#### X. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

<b>Authorized Signature for County:</b> 	<b>Authorized Signature for Contractor:</b> 
<b>Printed Name of Person Signing:</b> Kevin Jeffries	<b>Printed Name of Person Signing:</b> Linda Rogers
<b>Title:</b> Chairman, Board of Supervisors	<b>Title:</b> Executive Officer
<b>Address:</b> 4080 Lemon Street Riverside, CA 92501	<b>Address:</b> 200 E. Menlo Avenue Hemet, CA 92543
<b>Date Signed:</b> JUN 25 2019	<b>Date Signed:</b> 7/3/2019

ATTEST: KECIA R. HARPER, Clerk DEPUTY  
BY: 

FORM APPROVED COUNTY COUNSEL  
BY:   
DANIELLE D. MALAND  
DATE: 6/17/19



COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

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

From: Valley Restart Shelter  
Remit to Name  
200 Menlo Ave  
Address  
Hemet CA 92543  
City State Zip Code  
Contractor Name  
HO-01647  
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 (\$) \_\_\_\_\_

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) \_\_\_\_\_

Account (6) \_\_\_\_\_

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

Dept ID (10) \_\_\_\_\_

Program (5) \_\_\_\_\_

Class (10) \_\_\_\_\_

Project/Grant (15) \_\_\_\_\_

Vendor Code (10) \_\_\_\_\_

Purchase Order # (10) \_\_\_\_\_ Invoice # \_\_\_\_\_

Amount Authorized \_\_\_\_\_

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

Program (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Management Reporting Unit \_\_\_\_\_ Date \_\_\_\_\_

Contracts Administration Unit \_\_\_\_\_ Date \_\_\_\_\_

General Accounting Section \_\_\_\_\_ Date \_\_\_\_\_

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CONTRACTOR EXPENDITURE REPORT (2076B)

**ACTUAL EXPENDITURES FOR (MM/YYYY)**

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
		BILLABLE AMOUNT		

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES

### IN-KIND CASH CONTRIBUTION

List each type of contribution

TOTAL IN-KIND/CASH MATCH

CLIENT FEES COLLECTED

CURRENT PERIOD

	YEAR TO DATE
REVENUE	100%
EXPENSES	85%
NET INCOME	15%

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.

## Homeless Shelter Program

### SHELTER:

The information contained herein is important to the continued funding of this program. It is an important source of information about the homeless. Please help us by obtaining complete information. THIS FORM or a COPY must be turned in with your request for reimbursement of this program expenses.

	First Name	Last Name	Signature	Date	Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

**Valley Restart Shelter  
ASSURANCE OF COMPLIANCE  
WITH  
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NON-DISCRIMINATION  
IN  
STATE AND FEDERALLY ASSISTED PROGRAMS**

---

**NAME OF VENDOR/RECIPIENT**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and 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 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

---

Date

---

Director's Signature

---

Address of Vendor/Recipient

**Exhibit D**  
**HIPAA Business Associate Agreement**  
**Addendum to Contract**

Between the County of Riverside and Valley Restart Shelter

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

**RECITALS**

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless

Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

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

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



limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

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

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

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any Subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
  - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
  - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
  - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall

maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, Subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of

the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
  - D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
  - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
    - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
    - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
    - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
  - B. **Effect of Termination.**
    - 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of Subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
    - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

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

County HIPAA Privacy Officer:

HIPAA Privacy Manager

County HIPAA Privacy Officer Address:

26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number:

(951) 486-6471

# Riverside County Department of Public Social Services

Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

PROFESSIONAL SERVICES AGREEMENT: **HO-01996-10**

CONTRACTOR: **PATH OF LIFE MINISTRIES**

ACTIVITY: **EMERGENCY SHELTER PROGRAM**

AGREEMENT TERM: **JULY 23, 2011 THROUGH JUNE 30, 2020**

MAXIMUM ANNUAL REIMBURSABLE AMOUNT: **\$375,900 FOR FY 11/12**  
**\$300,000 FOR FY 12/13**  
**\$400,000 FOR FY 13/14 THROUGH FY 19/20**

This Second Amended and Restated Professional Services Agreement, HO-01996-10, (herein referred to as the "Agreement"), effective upon signature of both parties, is made and entered into by and between Path of Life Ministries, a California nonprofit corporation, (herein referred to as "Contractor"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "County" and/or "DPSS").

**WHEREAS**, DPSS and Contractor previously entered into that certain Professional Service Agreement, HO-01996, to provide emergency shelter, meals, case management, and outreach services to the homeless in the City of Riverside for the Emergency Shelter Program approved July 26, 2011, Agenda Item 3.58 and effective July 23, 2011 (herein referred to as "Original Agreement"); and,

**WHEREAS**, DPSS and Contractor previously entered into that certain First Amendment, HO-01996-01, executed June 18, 2012 and effective July 1, 2012; that certain Second Amendment, HO-01996-02, approved October 16, 2012, Agenda Item 3.36 and effective July 1, 2012; that certain Third Amendment, HO-01996-03, executed May 15, 2013 and effective July 1, 2013; that certain Fourth Amendment, HO-01996-04, approved October 8, 2013, Agenda Item 3.11; that certain First Amended and Restated Professional Services Agreement, HO-01996-05, approved July 1, 2014, Agenda Item 3.37; that certain Sixth Amendment, HO-01996-06, executed June 19, 2015 and effective July 1, 2015; that certain Seventh Amendment, HO-01996-07, executed July 12, 2016 and effective July 1, 2016; that certain Eighth Amendment, HO-01996-08, executed June 20, 2017 and effective July 1, 2017; and that certain Ninth Amendment, HO-01996-09, executed June 20, 2018; and

**WHEREAS**, DPSS and Contractor desire to amend and restate the Original Agreement, as amended, for a second time in its entirety to extend the Effective Period for one (1) year commencing on July 1, 2019 and continuing through June 30, 2020;

**NOW THEREFORE**, DPSS and Contractor do hereby covenant and agree that Contractor will provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS (herein referred to as "T&C"), attached hereto and incorporated herein by this reference, specifying the responsibilities of DPSS and Contractor.



**PATH OF LIFE MINISTRIES**  
**EMERGENCY SHELTER PROGRAM**  
**PROFESSIONAL SERVICES AGREEMENT**  
**TERMS AND CONDITIONS**

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### LIST OF EXHIBITS

- Exhibit A – Daily Sign-in Sheet
- Exhibit B – ESG Program Homelessness Eligibility Certification Form
- Exhibit C – 2-1-1 Riverside County Agency Registration Form
- Exhibit D – 2-1-1 Riverside County Program Registration Form
- Exhibit E – DPSS 2076A
- Exhibit F – Assurance of Compliance
- Exhibit G – HIPAA Business Associate Agreement

**TERMS AND CONDITIONS****I. ABBREVIATIONS AND DEFINITIONS**

- A. "Bed Night" is one bed per Customer per night.
- B. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
  - Substance Abuse
  - Housing
  - Employment
  - Children
  - Intake & Assessment
- C. "County Risk Manager" refers to the individual currently holding that title within the Human Resources Department of the County of Riverside.
- D. "Critical Incident(s)" refers to any event that jeopardizes the safety of Customers, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- E. "Customer" shall mean any homeless person residing at the shelter at 2530 Third Street, Riverside.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement; for purpose of this Agreement, "DPSS" and "County" may be used interchangeably.
- G. "Emergency Shelter" means that program designed to be the first step in a continuum of assistance to enable homeless individuals to become self-sufficient.
- H. "HMIS" refers to Homeless Management Information System, a computerized data collection system designed to capture Customer-level information over time on the characteristics and service needs of men, women and children experiencing homelessness.
- I. "HUD" refers to the United States Department of Housing and Urban Development.
- J. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the T&C contained in this Agreement.
- K. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.

**II. DPSS RESPONSIBILITIES**

DPSS will:

- A. Assign DPSS Homeless Program personnel to be the liaison between the Contractor and DPSS.
- B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor

through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.

- C. Coordinate with County Facilities Management so that County Facilities Management may provide or authorize the Contractor to handle maintenance and repairs to the shelter.

### III. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- A. Assign a liaison between the Contractor and DPSS.

- B. Provide the following shelter services:

#### 1. Shelter

- a. Maintain fifty (50) beds available for use as emergency shelter to families experiencing homelessness free of charge at the Third Street shelter in Riverside, California. Customers shall be limited to a maximum stay of ninety (90) consecutive days or a limit of ninety (90) cumulative days within any consecutive six (6) month period. For up to twelve (12) beds, the Contractor will have the discretion to allow Customers to stay beyond the ninety (90) consecutive days or beyond the ninety (90) cumulative days in a consecutive six (6) month period based on need and for good cause, which must be documented and available for DPSS' review.
- b. Make available for each Customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon the Customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
- c. Provide a sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed of last resort. This condition may only be waived with prior DPSS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.

#### 2. Meals

- a. Provide a morning and evening meal on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by Contractor for DPSS' review.
- b. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
- c. The evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.

- 3. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief; Social Security; Supplemental Security Income; the Women, Infants and Children Nutrition Program; etc.), vocational services, legal assistance, etc.

4. Ensure that residents complete a daily sign-in sheet and intake, attached hereto and incorporated herein by this reference as **Exhibit A**. The sign-in sheet includes the Customer's name, both printed and signature, their date of birth and the last four (4) digits of their Social Security Number, if available. All documents must be completed legibly and maintained by the Contractor in accordance with Section IV.E, "Records, Inspections, and Audits."
5. Ensure that no drugs, alcohol, or weapons are allowed on the premises.
6. Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter.
7. Maintain written records on site of the following for DPSS' review:
  - a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
  - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
8. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
9. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
10. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
11. Clear all Customers through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<http://www.meganslaw.ca.gov>).
12. Provide Case Management Services to Customers of the shelter on a weekly basis at a minimum. Participation in a case management plan shall be a condition for admission for the following shelter services:
  - a. For shelter residents, compliance with an agreed upon case management plan is required for continued residency at the shelter.
  - b. Perform an intake and an assessment of Customer's needs and assign each Customer to a case manager who shall, together with the Customer, develop specific, comprehensive, and individualized services plan leading to self-sufficiency. Additionally, the case manager shall refer the Customer to all necessary supportive services that are not provided on-site.
  - c. Provide and/or coordinate with other agencies that provide the following services that include, but are not limited to:
    - Benefits advocacy
    - Life skills counseling and life skills training
    - Education
    - Personal care and hygiene and showers
    - Physical and mental health treatment
    - Substance abuse counseling
    - Job readiness and job search
    - Referrals to other supportive service providers

d. Allow participants to receive mail at the site.

13. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while Customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.
14. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Customer data on a regular basis.

DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.

15. Ensure that employees using HMIS for Customer intake capture all required data fields, as set forth in the HMIS Policies and Procedures Manual, which is located on the DPSS Coordination, Oversight, Reporting and Evaluation (CoC-CORE) website <http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>
16. Complete and maintain in each Customer's paper case file the Emergency Shelter Grant Program Homelessness Eligibility Certification Form, attached hereto as **Exhibit B** and incorporated herein by this reference.
17. Coordinate with local schools to facilitate children's access to education.
18. Coordinate transportation to and from school for children of residents as necessary.
19. Participate in a program-effectiveness study should one be conducted.
20. Participate regularly in the Continuum of Care meetings.
21. Notify DPSS CoC-CORE Unit, within a reasonable amount of time, of any Critical Incidents.
22. Notify DPSS, in writing, if the number of beds and/or the "...quality of quantity..." of case management and supportive services is going to be altered anytime during the Agreement term. DPSS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.
23. Register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits C and D**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

The Contractor may contact 2-1-1 by one of the following methods:

<b>Telephone</b>	(951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
<b>U.S. Postal Service</b>	2060 University Avenue, #212, Riverside, CA 92507
<b>E-mail</b>	info@connectriverside.org

## IV. FISCAL PROVISIONS

## A. MAXIMUM AMOUNT

Total annual payments to Contractor under this Agreement shall not exceed:

Fiscal Year Period	Maximum Annual Reimbursement Amount
July 23, 2011 through June 30, 2012	\$375,900
July 1, 2012 through June 30, 2013	\$300,000
July 1, 2013 through June 30, 2014	\$400,000
July 1, 2014 through June 30, 2015	\$400,000
July 1, 2015 through June 30, 2016	\$400,000
July 1, 2016 through June 30, 2017	\$400,000
July 1, 2017 through June 30, 2018	\$400,000
July 1, 2018 through June 30, 2019	\$400,000
July 1, 2019 through June 30, 2020	\$400,000

## B. COST OF SERVICE RATE

The Contractor shall be paid \$21.91 per bed for fifty (50) beds (whether occupied or not) per day for the term of this Agreement.

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

1. All claims must be submitted on a monthly basis no later than thirty (30) calendar days after the end of each month in which the services were provided. All claims submitted in a timely manner and completed shall be processed within forty-five (45) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
2. The Contractor shall submit Daily Sign-in Sheets (**Exhibit A**) and DPSS 2076A (**Exhibit E**) following instructions set forth on the "Instructions for DPSS 2076A" with all requests for payment. Copies of these forms are attached hereto and incorporated herein by this reference.
3. Claims must be submitted each month. For months with no billing, a claim for zero dollars (\$0.00) must be submitted.
4. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June are due no later than the 4<sup>th</sup> of June. Actual Contractor invoices for May and June are due no later than the 30<sup>th</sup> of July.

## D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, parent, or subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

## E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain actual receipts, auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall

maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. If Contractor expends \$750,000 or more in a year in Federal funding, Contractor shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

#### F. AVAILABILITY OF FUNDING

DPSS' obligation for payment of this Agreement is contingent upon and limited by the availability of funds from which payment can be made. There shall be no legal liability for payment on the part of DPSS unless funds are made available for such payment by the County Board of Supervisors. In the event funds are not forthcoming for any reason, DPSS shall immediately notify Contractor in writing and this Agreement shall be deemed terminated and be of no further force or effect.

#### G. APPLYING FOR AVAILABLE FUNDING

The Contractor shall apply for and provide documentation to the CoC-CORE Unit of any additional funding that is available from any public or private source.

#### H. SUPPLANTATION

The Contractor shall not supplant any Federal, State, or County funds intended for the purpose of this Agreement with any funds made available under any other agreement. The Contractor shall not claim reimbursement from DPSS for, or apply sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement,



either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any other State program or County funds under any other County program without prior approval of DPSS.

#### I. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the T&C herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

### V. GENERAL PROVISIONS

#### A. EFFECTIVE PERIOD

This Agreement is effective from July 23, 2011 through June 30, 2020, unless terminated earlier as provided herein.

#### B. CONFLICT OF INTEREST

The Contractor, Contractor's employees and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

#### C. NOTICES

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

**DPSS:** Department of Public Social Services  
CoC-CORE Unit  
4060 County Circle Drive  
Riverside, CA 92503

**CONTRACTOR:** Path of Life Ministries  
4495 Magnolia Avenue  
P.O. Box 1445  
Riverside, CA 92502

All reports shall be addressed as follows: [contractreporting@riversidedpssco.org](mailto:contractreporting@riversidedpssco.org). If the Contractor does not have access to e-mailing, then the Contractor shall mail all reports to the physical address listed above.

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

#### D. CONFIDENTIALITY

A. Contractor shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the 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 record 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.

#### E. EMPLOYMENT PRACTICES

- 1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- 2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- 3. For the purpose of this section, "Domestic Partner" means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### F. RELIGIOUS PROHIBITION

There shall be no religious worship, instruction, or presentation as part of, or in connection with, the performance of this Agreement, including, but not limited to, requiring a Customer to attend any religious activity or instruction as a condition for receiving any services provided any this Agreement.

#### G. DISCLOSURE OF INFORMATION RELEVANT TO CUSTOMER SAFETY

As stipulated in Penal Code Section 11105.3, the Contractor agrees to notify DPSS of any Contractor employee or volunteer staff who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Customers. The procedures for notification are as follows:

- When such information becomes known to the Contractor, the Contractor shall immediately notify the DPSS liaison concerning any arrests or convictions for anything other than minor traffic offenses or unsubstantiated allegations of child abuse of any paid employee or volunteer staff.
- In the event that notification is made, DPSS will make the necessary contractual changes, up to and including termination of this Agreement.

Failure to notify DPSS of the above is grounds for termination of this Agreement.

#### H. CHILD ABUSE REPORTING

If the Contractor is a mandated reporter under Penal Code Sections 11165 – 11174.3, the Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, Subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

#### I. ELDER AND DEPENDENT ADULT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, Subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

#### J. CUSTOMER CIVIL RIGHTS COMPLIANCE

##### 1. Vendor Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit F** and incorporated herein by this reference. The Contractor will sign and date **Exhibit F** and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

##### 2. Customer Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service 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.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

**Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
 Riverside County Department of Public Social Services  
 10281 Kidd Street  
 Riverside, CA 92503  
 (951) 358-6841

### 3. Services, Benefits and Facilities

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

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

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

### 4. Cultural Competency

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

## K. INSURANCE

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

### 1. **Worker's Compensation**

If 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. Policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

## **2. Commercial General Liability**

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

## **3. Vehicle Liability**

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

## **4. Professional Liability**

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or Subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy, Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

## 5. General Insurance Provisions

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A8) unless such requirements are waived, in writing by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retentions unacceptable to the County, and at the election of the County Risk Manager, Contractor's carriers shall either: (1) reduce or eliminate such self-insured retentions as respects this Agreement with the County; or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either: (1) a properly executed original Certificate(s) of Insurance and 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) days written notice shall be given to DPSS 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.
- d. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

- h. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### L. LICENSES AND PERMITS

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

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

#### M. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

#### N. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

#### O. CUSTODIAN OF PROPERTY

1. As a result of carrying out this Agreement, the Contractor becomes the day-to-day custodian of the property associated with the subject of this Agreement. Such property shall include the land upon which the shelter is located, including, but not limited to:
  - a. Landscaping, walkways, parking, and stairs;
  - b. The building, including but not limited to all building systems such as heating, air conditioning, plumbing, electrical, and security;
  - c. All contents, including but not limited to furniture, computers, and all other articles of personal property.
2. As custodian of County of Riverside property, the Contractor shall take reasonable actions that would be expected of a responsible owner of real and personal property. Such actions shall include, but not be limited to, the inspection of the property every day of operation, noting any hazards, damage, needed maintenance, and security concerns.
3. A "hazard" is a physical condition of the premises that could cause physical injury to visitors, Customers, or staff. The Contractor shall take immediate action upon discovery to prevent any hazard(s) from causing damage to others, and such action taken shall be appropriate for the hazard(s) involved up to and including the evacuation and closure of the shelter until the hazard(s) is corrected. For most hazards discovered, immediate, minor actions can be taken to prevent injury such as, but not limited to: cordoning off an area, taping a rip in the carpet, posting warning signs, or closing off a room. Hazards that come to the attention of the Contractor should be reported to DPSS after the Contractor has taken immediate, protective action. If, in the opinion of the Contractor, a reported hazard has not been corrected in a timely manner, the hazard should be reported to the County Risk Manager.
4. NOTE: This Section is not intended to be a blanket authorization for the Contractor to upgrade furniture, furnishings or fixtures, or make any alterations, improvements or additions unilaterally to the property, nor is the intent of this clause for the Contractor to spend funds not approved by the County of Riverside.
5. The Contractor shall advise DPSS of minor damage and maintenance needs of the property and, like a responsible owner, the Contractor shall follow-up with regular reminders until the issues are resolved by the County of Riverside.
6. The County will provide, or cause to be provided, and pay for all maintenance and repair services in connection with the property, such as the land, building, and other objects directly related to the property. The County is not responsible, nor will it pay, for the repair or replacement of any object not directly related to the property (for example, office equipment or office supplies or washers and dryers), or damage to any object caused by any event not directly caused by the actions of the County.



7. The Contractor shall pay for, when due, all claims for labor and materials for alterations, improvements or additions furnished to or for the Contractor at or for use in the property, and for all repairs to objects not directly related to the property, for example, office equipment and office supplies, etc.
8. In the event of serious damage to the property from any cause, including but not limited to fire, the Contractor shall first notify the appropriate emergency services and then notify DPSS and the County Risk Manager. The Contractor shall, while awaiting emergency services and afterwards, protect all undamaged property with any means reasonably available and shall properly secure the remaining structure to prevent vandalism or any type of further damage. The Contractor shall cooperate with and provide claim related information requested by the County of Riverside's insurance company representatives after any loss.
9. The Contractor shall train the manager and staff of the shelter as to their duties as required herein and make sure they have the equipment, knowledge and training to respond correctly.

#### P. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any Subcontract with any Subcontractor who:
  - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - b. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - d. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the T&C of this Agreement insofar as they are applicable to the work of Subcontractors.
4. Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### Q. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder shall be void and of no force or effect.

**R. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES**

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable State agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

**S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

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

**T. DISPUTES**

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

**U. TERMINATION**

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

**V. GOVERNING LAW**

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

**W. SANCTIONS**

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### X. CONTRACT TRANSITION PERIOD

The Contractor agrees:

1. 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;
2. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
3. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

#### Y. MODIFICATION OF TERMS

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

#### Z. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

<b>Authorized Signature for County:</b> 	<b>Authorized Signature for Contractor:</b> 
Printed Name of Person Signing: Kevin Jeffries	Printed Name of Person Signing: Casey Jackson
Title: Chairman, Board of Supervisors	Title: Interim CEO
Address: 10281 Kidd St Riverside, CA 92503	Address: P.O. Box 1445 Riverside, CA 92502
Date Signed: JUN 25 2019	Date Signed: 7-10-19

ATTEST:  
KECIA R. HARPER, Clerk  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:  6/17/19  
DANIELLE D. MALAND DATE

Riverside County Department of Public Social Services  
**Homeless Shelter Program**

**Exhibit A**

**SHELTER:**

The information contained herein is important to the continued funding of this program. It is an important source of information about the homeless. Please help us by obtaining complete information. **THIS FORM or a COPY must be turned in with your request for reimbursement of this program expenses.**

	First Name	Last Name	Signature	Date	Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

ECWSP Sign-in Sheet  
 Revised 02/26

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

# **EMERGENCY SHELTER GRANT PROGRAM HOMELESSNESS ELIGIBILITY CERTIFICATION**

Project Year \_\_\_\_\_

Please Print

Name: \_\_\_\_\_

Address

or Mailing Address: \_\_\_\_\_

I

City &amp; State: \_\_\_\_\_

Zip \_\_\_\_\_

- 1) **CATEGORY:** I certify that I am/ my family is homeless under 42 U.S.C. § 11302 guidelines.

\_\_\_\_ Homeless

or

\_\_\_\_ Domestic Violence

- 2) **FAMILY SIZE** (check ONLY one): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

- 3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

**Single race category**☐ White☐ American Indian/Alaskan Native☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander☐ Asian**Multi-race category**☐ American Indian/Alaskan Native & White☐ Asian & White☐ Black/African American & White☐ Hispanic/White☐ Hispanic/Black/African American☐ Hispanic/Asian☐ Hispanic/American Indian/Alaskan Native ☐ Hispanic/Asian & White☐ Hispanic/Native Hawaiian/Other Pacific Islander ☐ Hispanic/Black/African American & White☐ Hispanic/American Indian/Alaskan Native & White☐ American Indian/Alaskan Native & Black/African American☐ Hispanic/American Indian/Alaskan Native & Black/African American☐ Other Multi-race (ONLY if, non-of-the-above categories identifies you).

- 4) **CERTIFICATION:**

I, \_\_\_\_\_, on \_\_\_\_\_ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

## Exhibit B

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

**CERTIFICACION de ELEGIBILIDAD de FALTA DE VIVIENDA  
de PROGRAMA de BECA de REFUGIO de EMERGENCIA**

Proyecto Año \_\_\_\_\_

Nombre: \_\_\_\_\_

Direccion o la Dirección Postal: \_\_\_\_\_

Ciudad y Estado: \_\_\_\_\_ Codigo Postal: \_\_\_\_\_

- 1) **CATEGORIA:** Certifico eso [soy/mi familia es] sin hogar bajo 42 U. S. C. 11302 pautas, o necesitan ayuda de prevenir la falta de vivienda de acuerdo con 42 U. S. C. (Un).

\_\_\_ Sin Hogar

or

\_\_\_ Violencia doméstica

- 2) **NUMERO DE FAMILIA** (solamente uno): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

- 3) **ETNECIDAD:** (Solamente seleccione una de las categorías de razas/multi-razas la cual lo describe a usted).

**Categoría de raza Individual**

- ☐ White ☐ American Indian/Alaskan Native  
☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander  
☐ Asian

**Categoría de Multi-raza**

- ☐ American Indian/Alaskan Native & White ☐ Asian & White  
☐ Black/African American & White ☐ Hispanic/White  
☐ Hispanic/Black/African American ☐ Hispanic/Asian  
☐ Hispanic/American Indian/Alaskan Native ☐ Hispanic/Asian & White  
☐ Hispanic/Native Hawaiian/Other Pacific Islander ☐ Hispanic/Black/African American & White  
☐ Hispanic/American Indian/Alaskan Native & White  
☐ American Indian/Alaskan Native & Black/African American  
☐ Hispanic/American Indian/Alaskan Native & Black/African American  
☐ Otro (solamente seleccione si ninguna de las categorías mencionadas se identifican con su itnicidad)

- 4) **BENEFICIARIO:**

Yo, \_\_\_\_\_, en \_\_\_\_\_ (la Fecha), por la presente reconozco que ese requisito para la ayuda financió bajo el programa de ESG es basado sobre la falta de vivienda verdadera o ayuda de Prevención de Falta de vivienda bajo 42 U. S. C. 11302 o 42 U. S. C. 11374(a), respectivamente. Si busco ayuda de Prevención de Falta de vivienda, yo aún más por la presente certifico que tengo un ingresos calificativos de la familia, y el nivel de ingresos que he certificado a en esta auto-certificación es actual al la fecha firmada y puede ser susceptible a la comprobación adicional por el sub-recipiente de ESG, el Condado de Ribera, o de HUD. Yo por la presente autorizo tal comprobación y proporcionaré sosteniendo la documentación si solicitado.



## Exhibit B

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

## ESG Desk Guide Glossary

**Homeless** means as the term is defined in 42 U.S.C. 11302. "

- a. **IN GENERAL.** - For purposes of this Act, the term "homeless" or "homeless individual or homeless person" includes:
  - (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
  - (2) an individual who has a primary nighttime residence that is:
    - A) supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
    - B) a institution that provides a temporary residence for individuals intended to be institutionalized; or
    - C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodations for human beings.
- b. **INCOME ELIGIBILITY.** - (1) **IN GENERAL.** - A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program
- c. **EXCLUSION.** - For purposes of this Act, the term "homeless" or "homeless individuals" does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law." (42 U.S.C. 11302)

<http://www.hud.gov/offices/cpd/homeless/library/esg/esgdeskguide/glossary.cfm>

Exhibit C

Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____



## Riverside County Community Services Directory

### AGENCY INFORMATION FORM

Information on this form should pertain to the agency only.

Please use the Program Information form to add or change program details.

Agency Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location: ☐ Yes ☐ No

Handicap accessible? ☐ Yes ☐ No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### Legal Status

- ☐ Private, non-profit   
 ☐ Public-County   
 ☐ Public-State   
 ☐ Public-Federal  
☐ Faith Based   
 ☐ For Profit   
 ☐ Other \_\_\_\_\_

#### Tax Classification:

Year of Incorporation: \_\_\_\_\_

Office Days and Hours: \_\_\_\_\_

Eligibility/ Target Population: \_\_\_\_\_

Agency Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Languages spoken other than English: \_\_\_\_\_

Agency Information  
Page 1 of 2  
Please complete both pages



## Fees

- ☐ No Cost      ☐ Low Cost      ☐ Sliding Fee      ☐ Donation  
☐ Vary      ☐ Other \_\_\_\_\_

## Method of Payment

- ☐ Medi-Cal      ☐ Cash      ☐ Credit Cards      ☐ Personal Check

## Personnel

Agency Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Any additional Information you would like us to be aware of?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date : \_\_\_\_\_



Volunteer Center of Riverside

Please enclose your brochure and return to  
2-1-1 Riverside County  
P.O Box 5376  
Riverside, CA 92517-5376  
Phone: (800) 464-1123  
or (951) 686-4402 Ext. 751  
Fax: (951) 686-7417

Agency Information  
Page 2 of 2  
Please complete both pages

Exhibit D

Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____



# Riverside County Community Services Directory

## PROGRAM INFORMATION FORM

This form is to submit the program's details, additions or changes.

Please submit a separate form for each program.

Additional copies can be made of this form as needed.

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Program Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location: ☐ Yes ☐ No

Handicap accessible? ☐ Yes ☐ No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Program Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TTY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

Program Days and Hours: \_\_\_\_\_

Program Description: \_\_\_\_\_

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Eligibility/Target Population: \_\_\_\_\_

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Program Information  
Page 1 of 2  
Please complete both pages

## Intake/Application Procedure:

- ☐ Phone      ☐ Appointment required      ☐ Walk-in      ☐ Referral needed  
☐ Mail      ☐ Other \_\_\_\_\_

Documents Required: \_\_\_\_\_

Areas Served: (Please indicate specific areas program services)

## Regions

- ☐ All Riverside County    ☐ West County      ☐ Central County    ☐ Southwest County  
☐ East County      ☐ Coachella Valley    ☐ Other \_\_\_\_\_

Cities: \_\_\_\_\_

Zip Codes: \_\_\_\_\_

## Fees:

- ☐ No Cost      ☐ Low Cost      ☐ Sliding Fee      ☐ Donation  
☐ Vary      ☐ Other \_\_\_\_\_

## Method of Payment:

- ☐ Medi-Cal    ☐ Cash      ☐ Credit Cards    ☐ Personal Check

Languages spoken other than English: \_\_\_\_\_

## Personnel

Program Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Any additional information you would like us to be aware of?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



Please enclose your brochure and return to  
 2-1-1 Riverside County  
 P.O. Box 5376  
 Riverside, CA 92517-5376  
 Phone: (800) 464-1123  
 or (951) 686-4402 Ext. 160  
 Fax: (951) 686-7417

Program Information  
 Page 2 of 2  
 Please complete both pages



COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

Exhibit Number:

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

From: \_\_\_\_\_  
Remit to Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contract Number \_\_\_\_\_

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

Select Payment Type(s) Below:

☐ Advance Payment \$ \_\_\_\_\_ (if allowed by Contract/MOU) ☐ Actual Payment \$ \_\_\_\_\_ (Same amount as 20768 if needed)

☐ Unit of Service Payment \$ \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) X (\$) \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature Title Date

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

Business Unit (5) _____	Purchase Order # (10) _____	Invoice # _____
Account (6) _____	Amount Authorized _____	
Fund (5) _____	If amount authorized is different from amount request, please explain:	
Dept ID (10) _____	_____	
Program (5) _____	Program (if applicable) _____	Date _____
Class (10) _____	Management Reporting Unit _____	Date _____
Project/Grant (15) _____	Contracts Administration Unit _____	Date _____
Vendor Code (10) _____	General Accounting Section _____	Date _____

Client Feeds Collected	Current Period	Year to Date

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

Path of Life Ministries

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

PO BOX 1445  
Riverside , CA 92502  
Address of Vendor/Recipient

CR50-Vendor Assurance of Compliance



## Exhibit G

### HIPAA Business Associate Agreement

Between the County of Riverside and Path of Life Ministries

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

#### RECITALS

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a Subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.



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

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

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

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

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

4. **Obligations of County.**

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

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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any Subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its Subcontractor of which Contractor becomes aware that constitute a material breach or violation of the Subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the Subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any Subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
    - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
      - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
      - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

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

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, Subcontractors, agents or representatives from this Addendum. Contractor shall defend, at

its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **Termination.**

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

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

B. **Effect of Termination.**

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

is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

## 12. General Provisions.

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

County HIPAA Privacy Officer:

HIPAA Privacy Manager

County HIPAA Privacy Officer Address:

26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number:

(951) 486-6471

**Riverside County Department of Public Social Services**

Contracts Administration Unit

10281 Kidd Street

Riverside, CA 92503

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPYto Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

PROFESSIONAL SERVICES AGREEMENT: **HO-02184-11**

CONTRACTOR: **COACHELLA VALLEY RESCUE MISSION**

ACTIVITY: **EMERGENCY SHELTER PROGRAM**

AGREEMENT TERM: **AUGUST 17, 2011 THROUGH JUNE 30, 2020**

MAXIMUM ANNUAL REIMBURSABLE AMOUNT: **\$72,711 FOR FY 11/12**  
**\$90,000 FOR FY 12/13 THROUGH FY 16/17**  
**\$130,000 FOR FY 17/18 THROUGH FY 19/20**

This Second Amended and Restated Professional Services Agreement, HO-02184-11, (herein referred to as the "Agreement"), effective upon signature of both parties, is made and entered into by and between Coachella Valley Rescue Mission, a California nonprofit corporation, (herein referred to as "Contractor"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "County" and/or "DPSS").

**WHEREAS**, DPSS and Contractor previously entered into that certain Professional Services Agreement, HO-02184, to provide emergency shelter, meals, case management, and outreach services to the homeless in the Coachella Valley of Riverside County for the Emergency Shelter Program approved September 27, 2011, Agenda Item 3.21 and effective August 17, 2011 (herein referred to as "Original Agreement"); and,

**WHEREAS**, DPSS and Contractor previously entered into that certain First Amendment, HO-02184-01, executed June 18, 2012 and effective July 1, 2012; that certain Second Amendment, HO-02184-02, approved October 16, 2012, Agenda Item 3.36 and effective July 1, 2012; that certain Third Amendment, HO-02184-03, executed May 16, 2013 and effective July 1, 2013; that certain Fourth Amendment, HO-02184-04, executed December 10, 2013; that certain First Amended and Restated Professional Services Agreement, HO-02184-05, approved July 1, 2014, Agenda Item 3.37; that certain Sixth Amendment, HO-02184-06, executed March 19, 2015 and effective July 1, 2014; that certain Seventh Amendment, HO-02184-07, executed August 25, 2015 and effective July 1, 2015; that certain Eighth Amendment, HO-02184-08, executed on June 23, 2016 and effective July 1, 2016; that certain Ninth Amendment, HO-02184-09, executed June 29, 2017 and effective July 1, 2017; and that certain Tenth Amendment, HO-02184-10, executed June 19, 2018 and effective July 1, 2018; and,

**WHEREAS**, DPSS and Contractor desire to amend and restate the Original Agreement, as amended, for a second time in its entirety to extend the Effective Period for one (1) year commencing on July 1, 2019 and continuing through June 30, 2020;

**NOW THEREFORE**, DPSS and Contractor do hereby covenant and agree that Contractor will provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS (herein referred to as "T&C"), attached hereto and incorporated herein by this reference, specifying the responsibilities of DPSS and Contractor.



**COACHELLA VALLEY RESCUE MISSION**

**EMERGENCY SHELTER PROGRAM**

**PROFESSIONAL SERVICES AGREEMENT**

**TERMS AND CONDITIONS**

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- Exhibit A – ESG Program Homelessness Eligibility Certification Form
- Exhibit B – 2-1-1 Riverside County Agency Registration Form
- Exhibit C – 2-1-1 Riverside County Program Registration Form
- Exhibit D – DPSS 2076A & Instructions for DPSS 2076A
- Exhibit E – Assurance of Compliance
- Exhibit F – HIPAA Business Associate Agreement

**TERMS AND CONDITIONS****I. ABBREVIATIONS AND DEFINITIONS**

- A. "Bed Night" is one bed per Customer per night.
- B. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
  - Substance Abuse
  - Housing
  - Employment
  - Children
  - Intake & Assessment
- C. "County Risk Manager" refers to the individual currently holding that title within the Human Resources Department of the County of Riverside.
- D. "Critical Incident(s)" refers to any event that jeopardizes the safety of Customers, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- E. "Customer" shall mean any homeless person residing at the shelter at 47-470 Van Buren Street, Indio, CA 92202.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement; for purpose of this Agreement, "DPSS" and "County" may be used interchangeably.
- G. "Emergency Shelter" refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements, as defined per 24 CFR 576.2.
- H. "HMIS" refers to Homeless Management Information System, a computerized data collection system designed to capture Customer-level information over time on the characteristics and service needs of men, women and children experiencing homelessness.
- I. "HUD" refers to the United States Department of Housing and Urban Development.
- J. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the T&C contained in this Agreement.
- K. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.

**II. DPSS RESPONSIBILITIES**

- A. DPSS will assign Coordination, Oversight, Reporting and Evaluation Region (CoC CORE Region) personnel to be the liaison between the Contractor and DPSS.
- B. DPSS will monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the

Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.

- C. DPSS may, at its discretion, review and/or reduce the Agreement's maximum reimbursable amount, in the event the shelter receives funding by another entity/agency (e.g., desert cities), in accordance with the *Alteration or Changes to the Agreement* clause (paragraph X., under General Provisions). If the review results in a DPSS funding reduction, the financial adjustment may be a dollar-for-dollar match to the additional funding given by the other entity/agency.

### III. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- A. Assign a liaison between the Contractor and DPSS.

- B. Provide the following shelter services:

#### 1. Shelter

- a. Provide emergency shelter free of charge for up to thirty-five (35) homeless Customers for FY 11/12 through FY 17/18 and fourteen (14) homeless Customers for FY 18/19 through FY 19/20 in the Contractor's Van Buren Street shelter in Indio, California for up to ninety (90) days, consisting of a sixty (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause, which must be documented and available for DPSS' review. Customers seeking to reenter the shelter who have used their ninety (90) days within the previous six (6) calendar months shall not be served until all new Customers have been served.
- b. Make available for each Customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon the Customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
- c. Provide a sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed of last resort. This condition may only be waived with prior DPSS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.

#### 2. Meals

- a. Provide a morning and evening meal on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by Contractor for DPSS' review.
- b. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
- c. The evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.

3. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief; Social Security; Supplemental Security Income; the Women, Infants and Children Nutrition Program; etc.), vocational services, legal assistance, etc.

4. Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter. If a Customer is not interested in receiving services, this must be documented.
5. Maintain written records on site of the following for DPSS' review:
  - a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
  - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
6. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
7. Maintain and post, in a conspicuous place, a Customer grievance procedure.
8. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
9. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
10. Clear all Customers through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<http://www.meganslaw.ca.gov>).
11. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while Customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.
12. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Customer data according to HMIS written standards, policies, and timelines. Contractor shall contribute the 14 beds to the Housing Inventory Count (HIC) and respond to the HIC survey, as required.  
  
DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Contractor an exclusive perpetual license to use the HMIS software for the term of this Agreement.
13. Ensure that employees using HMIS for Customer intake capture all Universal Data Elements (UDE), as set forth in the Riverside County's CoC HMIS Policies and Procedures Manual, which is located on the DPSS CoC CORE Region website (<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>)
15. Complete and maintain in each Customer's paper case file the Emergency Shelter Grant Program Homelessness Eligibility Certification Form, attached hereto as **Exhibit A** and incorporated herein by this reference.
16. Participate regularly in the Continuum of Care meetings.
17. Notify DPSS CoC CORE Unit, within a reasonable amount of time, of any Critical Incidents.
18. Notify DPSS, in writing, if the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the Agreement

term. DPSS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.

19. Register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits B and C**, respectively, and incorporated herein by this references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

The Contractor may contact 2-1-1 by one of the following methods:

<b>Telephone</b>	(951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
<b>U.S. Postal Service</b>	2060 University Avenue, #212, Riverside, CA 92507
<b>E-mail</b>	info@connectriverside.org

#### IV. FISCAL PROVISIONS

##### A. MAXIMUM AMOUNT

Total annual payments to Contractor under this Agreement shall not exceed:

Fiscal Year Period	Maximum Annual Reimbursement Amount
August 17, 2011 through June 30, 2012	\$72,711
July 1, 2012 through June 30, 2013	\$90,000
July 1, 2013 through June 30, 2014	\$90,000
July 1, 2014 through June 30, 2015	\$90,000
July 1, 2015 through June 30, 2016	\$90,000
July 1, 2016 through June 30, 2017	\$90,000
July 1, 2017 through June 30, 2018	\$130,000
July 1, 2018 through June 30, 2019	\$130,000
July 1, 2019 through June 30, 2020	\$130,000

##### B. ONE-TWELTH (1/2) REIMBURSEMENT RATE

- For FY 11/12 through FY 12/13, Contractor shall be paid a Bed Night rate of \$15.13 per bed for up to thirty-five (35) beds, regardless if the bed is occupied or not occupied.
- For FY 13/14 through FY 16/17, Contractor shall be paid \$7,500 per month, for thirty-five (35) beds, regardless if the bed is occupied or not.
- For FY 17/18 through FY 19/20, Contractor shall be paid \$10,833 per month, for fourteen (14) beds, regardless if the bed is occupied or not occupied.

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

- All claims must be submitted on a monthly basis no later than twenty (20) calendar days after the end of each month in which the services were provided. All claims submitted in a timely manner and completed shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
- The Contractor shall submit the DPSS 2076A, following instructions set forth on the "Instructions for DPSS 2076A" (Exhibit D) and Contractor's Historical Client Occupancy

Report for request of all payments. Exhibit D is attached hereto and incorporated herein by this reference.

3. Claims must be submitted each month. For months with no billing, a claim for zero dollars (\$0.00) must be submitted.
4. The Contractor may, under special circumstances, be required to submit actual receipts, in lieu of the Contractor's Historical Client Occupancy Report.
5. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June are due no later than the 4<sup>th</sup> of June. Actual Contractor invoices for May and June are due no later than the 30<sup>th</sup> of July.

#### D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, parent, or subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

#### E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain actual receipts, auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

6. If Contractor expends \$750,000 or more in a year in Federal funding, Contractor shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

#### F. AVAILABILITY OF FUNDING

DPSS' obligation for payment of this Agreement is contingent upon and limited by the availability of funds from which payment can be made. There shall be no legal liability for payment on the part of DPSS unless funds are made available for such payment by the County Board of Supervisors. In the event funds are not forthcoming for any reason, DPSS shall immediately notify Contractor in writing and this Agreement shall be deemed terminated and be of no further force or effect.

#### G. APPLYING FOR AVAILABLE FUNDING

The Contractor shall apply for and provide documentation to the Homeless Programs Unit of any additional funding that is available from any public or private source.

#### H. SUPPLANTATION

The Contractor shall not supplant any Federal, State, or County funds intended for the purpose of this Agreement with any funds made available under any other agreement. The Contractor shall not claim reimbursement from DPSS for, or apply sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any other State program or County funds under any other County program without prior approval of DPSS.

#### I. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

### V. GENERAL PROVISIONS

#### A. EFFECTIVE PERIOD

This Agreement is effective from August 17, 2011 through June 30, 2020, unless terminated earlier as provided herein.

#### B. CONFLICT OF INTEREST

The Contractor, Contractor's employees and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.



## C. NOTICES

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

**DPSS:** Department of Public Social Services  
Fiscal – Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

**CONTRACTOR:** Coachella Valley Rescue Mission  
47-470 Van Buren Street  
P.O. Box 10660  
Indio, CA 92202-2564

All reports shall be addressed as follows: [contractreporting@rivco.org](mailto:contractreporting@rivco.org). If the Contractor does not have access to e-mailing, then the Contractor shall mail all reports to the physical address listed above.

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

## D. CONFIDENTIALITY

1. Contractor shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the 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.
2. 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.
3. Contractor shall ensure case record 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.
4. 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.

**E. EMPLOYMENT PRACTICES**

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section, "Domestic Partner" means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

**F. RELIGIOUS PROHIBITION**

There shall be no religious worship, instruction, or presentation as part of, or in connection with, the performance of this Agreement, including, but not limited to, requiring a Customer to attend any religious activity or instruction as a condition for receiving any services provided any this Agreement. This prohibition does not prohibit the Customers from initiating expressions of reasonable, personal religious freedoms.

**G. DISCLOSURE OF INFORMATION RELEVANT TO CUSTOMER SAFETY**

As stipulated in Penal Code Section 11105.3, the Contractor agrees to notify DPSS of any Contractor employee or volunteer staff who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Customers. The procedures for notification are as follows:

- When such information becomes known to the Contractor, the Contractor shall immediately notify the DPSS liaison concerning any arrests or convictions for anything other than minor traffic offenses or unsubstantiated allegations of child abuse of any paid employee or volunteer staff.
- In the event that notification is made, DPSS will make the necessary contractual changes, up to and including termination of this Agreement.

Failure to notify DPSS of the above is grounds for termination of this Agreement.

**H. CHILD ABUSE REPORTING**

If the Contractor is a mandated reporter under Penal Code Sections 11165 – 11174.3, the Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, Subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

**I. ELDER AND DEPENDENT ADULT ABUSE REPORTING**

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, Subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare &

Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

## J. CUSTOMER CIVIL RIGHTS COMPLIANCE

### 1. Vendor Assurance of Compliance

The Contractor shall complete the Contractor, Subcontractor, and Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit E** and incorporated herein by this reference. The Contractor will sign and date **Exhibit E** and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

### 2. Customer Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service 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.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

#### **Civil Rights Complaints should be referred to:**

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

### 3. Services, Benefits and Facilities

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

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

- a. Denying a participant any service or benefit or availability of a facility.

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

#### 4. Cultural Competency

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

### K. INSURANCE

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

#### 1. **Worker's Compensation**

If 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. Policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

#### 2. **Commercial General Liability**

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

#### 3. **Vehicle Liability**

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

#### **4. Professional Liability**

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or Subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy, Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

#### **5. General Insurance Provisions**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A8) unless such requirements are waived, in writing by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions unacceptable to the County, and at the election of the County Risk Manager, Contractor's carriers shall either: (1) reduce or eliminate such self-insured retentions as respects this Agreement with the County; or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either: (1) a properly executed original Certificate(s) of Insurance and 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) days written notice shall be given to DPSS 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.

- d. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- h. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### L. LICENSES AND PERMITS

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

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

#### M. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be

required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

#### N. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

#### O. SUBCONTRACT FOR SERVICES

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

2. The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of Subcontractors.
4. Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### P. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder without said consent shall be deemed void and of no force or effect.

#### Q. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable State agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

#### R. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of the HIPAA Business Associates Agreement attached hereto as Exhibit F and incorporated herein by this reference. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

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

#### S. DISPUTES

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



## T. TERMINATION

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

## U. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

## V. SANCTIONS

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

## W. CONTRACT TRANSITION PERIOD

The Contractor agrees:

1. 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;
2. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
3. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

## X. ALTERATION OR CHANGES TO THE AGREEMENT

The Board of Supervisors and the County Purchasing Agent and/or his designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in

the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

Any claim by the Contractor for additional payment related to this Agreement shall be made in writing by the Contractor within thirty (30) calendar days of when the Contractor has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the Contractor. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the Contractor pursuant to the claim. Nothing in this section shall excuse the Contractor from proceeding with performance of the Agreement even if there has been a change.



#### Y. MODIFICATION OF TERMS

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

#### Z. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

<b>Authorized Signature for County:</b> 	<b>Authorized Signature for Contractor:</b> 
Printed Name of Person Signing:  Kevin Jeffries	Printed Name of Person Signing:  Darla Burkett
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: P.O. Box 10660 Indio, CA 92202-2564
Date Signed: JUN 25 2019	Date Signed: 7-10-2019

FORM APPROVED COUNTY COUNSEL  
BY:  6/17/19  
DANIELLE D. MALAND DATE

**ATTEST:**

KEQIA R. HARPER, Clerk  
By:   
DEPUTY

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

# **EMERGENCY SHELTER GRANT PROGRAM HOMELESSNESS ELIGIBILITY CERTIFICATION**

Project Year \_\_\_\_\_

Please Print

Name: \_\_\_\_\_

Address

or Mailing Address: \_\_\_\_\_

City &amp; State: \_\_\_\_\_

Zip \_\_\_\_\_

- 1) **CATEGORY:** I certify that I am/ my family is homeless under 42 U.S.C. § 11302 guidelines.

\_\_\_\_ Homeless

or

\_\_\_\_ Domestic Violence

- 2) **FAMILY SIZE** (check ONLY one): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

- 3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

**Single race category**☐ White☐ American Indian/Alaskan Native☐ Black/African American☐ Native Hawaiian/Other Pacific Islander☐ Asian**Multi-race category**☐ American Indian/Alaskan Native & White☐ Asian & White☐ Black/African American & White☐ Hispanic/White☐ Hispanic/Black/African American☐ Hispanic/Asian☐ Hispanic/American Indian/Alaskan Native☐ Hispanic/Asian & White☐ Hispanic/Native Hawaiian/Other Pacific Islander☐ Hispanic/Black/African American & White☐ Hispanic/American Indian/Alaskan Native & White☐ American Indian/Alaskan Native & Black/African American☐ Hispanic/American Indian/Alaskan Native & Black/African American☐ Other Multi-race (ONLY if non-of-the-above categories identifies you).

- 4) **CERTIFICATION:**

I, \_\_\_\_\_, on \_\_\_\_\_ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

Exhibit A

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

**CERTIFICACION de ELEGIBILIDAD de FALTA DE VIVIENDA  
de PROGRAMA de BECA de REFUGIO de EMERGENCIA**

Proyecto Año \_\_\_\_\_

Nombre: \_\_\_\_\_Dirección o la Dirección Postal: \_\_\_\_\_Ciudad y Estado: \_\_\_\_\_ Código Postal: \_\_\_\_\_

- 1) **CATEGORIA:** Certifico eso (soy/mi familia es) sin hogar bajo 42 U. S. C. 11302 pautas, o necesitan ayuda de prevenir la falta de vivienda de acuerdo con 42 U. S. C. (Un).

\_\_\_ Sin Hogar

or

\_\_\_ Violencia doméstica

- 2) **NUMERO DE FAMILIA** (solamente uno): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

- 3) **ETNECIDAD:** (Solamente seleccione una de las categorías de razas/multi-razas la cual lo describe a usted).

**Categoría de raza individual**☐ White☐ American Indian/Alaskan Native☐ Black/African American☐ Native Hawaiian/Other Pacific Islander☐ Asian**Categoría de Multi-raza**☐ American Indian/Alaskan Native & White☐ Asian & White☐ Black/African American & White☐ Hispanic/White☐ Hispanic/Black/African American☐ Hispanic/Asian☐ Hispanic/American Indian/Alaskan Native☐ Hispanic/Asian & White☐ Hispanic/Native Hawaiian/Other Pacific Islander☐ Hispanic/Black/African American & White☐ Hispanic/American Indian/Alaskan Native & White☐ American Indian/Alaskan Native & Black/African American☐ Hispanic/American Indian/Alaskan Native & Black/African American☐ Otro (solamente seleccione si ninguna de las categorías mencionadas se identifican con su itnicidad)

- 4) **BENEFICIARIO:**

Yo, \_\_\_\_\_, en \_\_\_\_\_ (la Fecha), por la presente reconoce que ese requisito para la ayuda financió bajo el programa de ESG es basado sobre la falta de vivienda verdadera o ayuda de Prevención de Falta de vivienda bajo 42 U. S. C. 11302 o 42 U. S. C. 11374(a), respectivamente. Si busco ayuda de Prevención de Falta de vivienda, yo aún más por la presente certifico que tengo un ingresos calificativos de la familia, y el nivel de ingresos que he certificado a en esta auto-certificación es actual al la fecha firmada y puede ser susceptible a la comprobación adicional por el sub-recipient de ESG, el Condado de Ribera, o de HUD. Yo por la presente autorizo tal comprobación y proporcionaré sosteniendo la documentación si solicitado.

## Exhibit A

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

## ESG Desk Guide Glossary

**Homeless means as the term is defined in 42 U.S.C. 11302. "**

- a. **IN GENERAL.** - For purposes of this Act, the term "homeless" or "homeless individual or homeless person" includes:
  - (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
  - (2) an individual who has a primary nighttime residence that is:
    - A) supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
    - B) a institution that provides a temporary residence for individuals intended to be institutionalized; or
    - C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodations for human beings.
- b. **INCOME ELIGIBILITY.** - (1) **IN GENERAL.** - A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program
- c. **EXCLUSION.** - For purposes of this Act, the term "homeless" or "homeless individuals" does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law." (42 U.S.C. 11302)

<http://www.hud.gov/offices/cpd/homeless/library/esg/esgdeskguide/glossary.cfm>

Exhibit B

Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____



### Riverside County Community Services Directory AGENCY INFORMATION FORM

Information on this form should pertain to the agency only.  
Please use the Program Information form to add or change program details.

Agency Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location: ☐ Yes ☐ NoHandicap accessible? ☐ Yes ☐ No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Legal Status**

- ☐ Private, non-profit    ☐ Public-County    ☐ Public-State    ☐ Public-Federal  
☐ Faith Based    ☐ For Profit    ☐ Other \_\_\_\_\_

**Tax Classification:**

Year of Incorporation: \_\_\_\_\_

Office Days and Hours: \_\_\_\_\_

Eligibility/ Target Population: \_\_\_\_\_

Agency Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Languages spoken other than English: \_\_\_\_\_

Agency Information  
Page 1 of 2  
Please complete both pages

## Fees

- ☐ No Cost      ☐ Low Cost      ☐ Sliding Fee      ☐ Donation  
☐ Vary      ☐ Other \_\_\_\_\_

## Method of Payment

- ☐ Medi-Cal      ☐ Cash      ☐ Credit Cards      ☐ Personal Check

## Personnel

Agency Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Any additional Information you would like us to be aware of?

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Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date : \_\_\_\_\_



Volunteer Center of Riverside

Please enclose your brochure and return to  
 2-1-1 Riverside County  
 P.O Box 5376  
 Riverside, CA 92517-5376  
 Phone: (800) 464-1123  
 or (951) 686-4402 Ext. 751  
 Fax: (951) 686-7417

Agency Information  
 Page 2 of 2  
 Please complete both pages





Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____

## Riverside County Community Services Directory

### PROGRAM INFORMATION FORM

This form is to submit the program's details, additions or changes.

Please submit a separate form for each program.

Additional copies can be made of this form as needed.

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Program Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location: ☐ Yes ☐ No

Handicap accessible? ☐ Yes ☐ No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Program Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

Program Days and Hours: \_\_\_\_\_

Program Description: \_\_\_\_\_

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Eligibility/Target Population: \_\_\_\_\_

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Program Information  
Page 1 of 2  
Please complete both pages



## Intake/Application Procedure:

- ☐ Phone      ☐ Appointment required      ☐ Walk-in      ☐ Referral needed  
☐ Mail      ☐ Other \_\_\_\_\_

Documents Required: \_\_\_\_\_

Areas Served: (Please indicate specific areas program services)

## Regions

- ☐ All Riverside County    ☐ West County      ☐ Central County    ☐ Southwest County  
☐ East County      ☐ Coachella Valley    ☐ Other

Cities: \_\_\_\_\_

Zip Codes: \_\_\_\_\_

## Fees:

- ☐ No Cost      ☐ Low Cost      ☐ Sliding Fee      ☐ Donation  
☐ Vary      ☐ Other \_\_\_\_\_

## Method of Payment

- ☐ Medi-Cal      ☐ Cash      ☐ Credit Cards      ☐ Personal Check

Languages spoken other than English: \_\_\_\_\_

## Personnel

Program Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Any additional Information you would like us to be aware of?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



Please enclose your brochure and return to  
 2-1-1 Riverside County  
 P.O. Box 5376  
 Riverside, CA 92517-5376  
 Phone: (800) 464-1123  
 or (951) 686-4402 Ext. 160  
 Fax: (951) 686-7417

Program Information  
 Page 2 of 2  
 Please complete both pages

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

Exhibit Number: \_\_\_\_\_

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

From: \_\_\_\_\_  
Remit to Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contract Number \_\_\_\_\_

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

Select Payment Type(s) Below:

☐ Advance Payment \$ \_\_\_\_\_ Actual Payment \$ \_\_\_\_\_  
(if allowed by Contract/MOU) (Same amount as 2076B if needed)

☐ Unit of Service Payment \$ \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) X (\$) \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_

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

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

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Business Unit (5) \_\_\_\_\_

Purchase Order # (10) \_\_\_\_\_

Invoice # \_\_\_\_\_

Account (6) \_\_\_\_\_

Amount Authorized \_\_\_\_\_

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

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

Dept ID (10) \_\_\_\_\_

Program (5) \_\_\_\_\_

Program (if applicable) \_\_\_\_\_

Date \_\_\_\_\_

Class (10) \_\_\_\_\_

Management Reporting Unit \_\_\_\_\_

Date \_\_\_\_\_

Project/Grant (15) \_\_\_\_\_

Contracts Administration Unit \_\_\_\_\_

Date \_\_\_\_\_

Vendor Code (10) \_\_\_\_\_

General Accounting Section \_\_\_\_\_

Date \_\_\_\_\_



Exhibit Number:		
Contractor:		Actual Expenditures for MM/YYYY
Contract Number:		

<b>Expense Category</b>	<b>Approved Budgeted Amount</b>	<b>Current Expenditures</b>	<b>Cumulative Expenditures</b>	<b>Unexpended Budgeted Amount</b>
List each line item as outlined in Contract budget		<b>BILLABLE AMOUNT</b>		
<b>TOTAL BUDGET/EXPENSES</b>				

IN-KIND/CASH CONTRIBUTION				
List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

Client Feeds Collected	Current Period	Year to Date

Exhibit E

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

\_\_\_\_\_  
NAME OF ORGANIZATION

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

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the ~~mentioned~~ 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

**Exhibit F**  
**HIPAA Business Associate Agreement**  
**Addendum to Contract**

Between the County of Riverside and Coachella Valley Rescue Mission

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

**RECITALS**

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:



- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
  - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
  - (c) Whether the PHI was actually acquired or viewed; and
  - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a Subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
  - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
  - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
  - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
  - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
  - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
  - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
  - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
  - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
  - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
  - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

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

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

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

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

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

4. **Obligations of County.**

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

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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any Subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.



- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its Subcontractor of which Contractor becomes aware that constitute a material breach or violation of the Subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the Subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any Subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
    - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
      - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
      - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

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

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, Subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their

respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
  - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
  - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
  - 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of Subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

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

County HIPAA Privacy Officer:

HIPAA Privacy Manager

County HIPAA Privacy Officer Address:

26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number:

(951) 486-6471

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

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

**AGREEMENT:** HO-03706-02

**CONTRACTOR:** Coachella Valley Association of Governments

**PERIOD OF PERFORMANCE:** July 1, 2017 - June 30, 2020

**MAXIMUM ANNUAL  
AMOUNT:** \$359,711

This First Amended and Restated Agreement, HO-03706-02, (herein referred to as the "Agreement"), effective upon signature of both parties, is made and entered into by and between Coachella Valley Association of Governments, a Joint Powers Authority (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" and/or "DPSS").

**WHEREAS**, DPSS and Contractor previously entered into that certain Agreement, HO-03706, executed September 5, 2017 and effective July 1, 2017, whereby Contractor agreed to provide West Valley Navigation Program Services (herein referred to as "Original Agreement"); and,

**WHEREAS**, DPSS and Contractor previously entered into that certain First Amendment, HO-03706-01, executed June 14, 2018 and effective July 1, 2018, to extend the period of performance for one year, commencing July 1, 2018 and continuing through June 30, 2019, and to revise the Contractor's reporting responsibilities; and,

**WHEREAS**, DPSS and Contractor desire to amend and restate the Original Agreement, as amended, in its entirety to extend the period of performance for one year, commencing July 1, 2019 and continuing through June 30, 2020;

**NOW THEREFORE**, DPSS and Contractor do hereby covenant and agree that Contractor will provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS (herein referred to as "T&C"), attached hereto and incorporated herein by this reference, specifying the responsibilities of DPSS and Contractor.

FORM APPROVED COUNTY COUNSEL BY: <i>[Signature]</i> DATE: <i>6/18/19</i> DANIELLE D. MALAND	Authorized Signature for County:	Authorized Signature for Contractor:
	Printed Name of Person Signing:	Printed Name of Person Signing:
	Kevin Jeffries	Tom Kirk
	Title: Chairman, Board of Supervisors	Title: Executive Director
	Address: 10281 Kidd St. Riverside, CA 92503	Address: 73-710 Fred Waring Drive Palm Desert, CA 92260
Date Signed:	Date Signed:	
	JUN 25 2019	10/2/19

ATTEST: *[Signature]*  
 KECIA R. HARPER, Clerk  
 DEPUTY

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## List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Services Plan

Exhibit C – Housing Habitability Standards Inspection Checklist

Exhibit D – West Valley Housing Navigation Budget

Exhibit E – DPSS 2076A, DPSS 2076B &amp; Instructions

Exhibit F – Prevention and Diversion Services Monthly Progress Report

Exhibit G – 2-1-1 Riverside County Agency Registration Form

Exhibit H – 2-1-1 Riverside County Program Registration Form

Exhibit I – Assurance of Compliance

Exhibit J – HIPAA Business Associate Agreement

## TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "Bed Night" refers to one bed per Client per night.
- B. "Coordinated Entry System" or "CES" refers to Riverside County's Coordinated Entry System.
- C. "Continuum of Care" or "CoC" refers to the network of private and public sector homeless service providers designed to promote community-wide planning and the strategic use of resources addressing homelessness.
- D. "Contractor" refers to Coachella Valley Association of Governments and its employees, agents and representatives providing services under this Agreement.
- E. "Critical Incident" refers to any event that jeopardizes the safety of Clients, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- F. "Client(s)" refers to individuals and families eligible for services with CVAG.
- G. "Crisis Stabilization Housing" or "CSH" refers to sites that will temporarily house homeless individuals & families providing them with intensive case management to assist them in moving into permanent housing (market rate, subsidized, etc.) as quickly as possible.
- H. "CVAG" refers to the Coachella Valley Association of Governments.
- I. "County" and/or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- J. "HMIS" refers to Homeless Management Information System, a web-based computerized system designed to capture Client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.
- K. "Homeless Prevention and Diversion Services" refers to services that strive to preserve individuals' and families' current housing before they fall into homelessness (i.e. through use of rental assistance, linkage to social services, etc.). Services will assist those that are precariously housed to find alternatives and rapidly rehouse bypassing temporary Crisis Stabilization Housing.
- L. "HUD" refers to the United States Department of Housing and Urban Development.
- M. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- N. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.
- O. "West Valley Housing Navigation Program" provides Housing Navigation Program services in the western Coachella Valley and will primarily serve the cities of Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, and Palm Desert along with Riverside County unincorporated areas surrounding these cities.



## II. DPSS RESPONSIBILITIES

- A. DPSS shall monitor the services provided by the Contractor to assure that they comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Contractor. This staff will provide the Contractor programmatic consultation and advise the Contractor of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Contractor as needed.
- C. DPSS will assign staff to monitor the performance of the Contractor in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods which may include, but are not limited to: 1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Contractor; (3) annual inspection of all available fiscal statements and other records maintained by the Contractor; and (4) annual statements that the Contractor is required to complete under this Agreement.

## III. CONTRACTOR RESPONSIBILITIES

Contractor will coordinate and oversee the following to ensure that all Subcontractors are meeting the provisions described below:

### A. SCOPE OF SERVICE

1. Assign staff to be liaison between the Contractor and DPSS' CoC CORE Region.
2. Provide the services as described in Exhibit A, attached hereto and incorporated herein by this reference.
3. Register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits G and H**, respectively, and incorporated herein by this references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

The Contractor may contact 2-1-1 by one of the following methods:

<b>Telephone</b>	(951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
<b>U.S. Postal Service</b>	2060 University Avenue, #212, Riverside, CA 92507
<b>E-mail</b>	info@connectriverside.org

### B. REPORTING

The Contractor shall ensure that Subcontractors and/or employees participate in and utilizes the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data, according to the HMIS written standards, policies and timelines, which is located on the DPSS CoC CORE Region website:

(<http://dpss.co.riverside.ca.us/files/pdf/hmis/hmis-manuals/2017/hmis-data-standards-manual-2017.pdf>).

The Contractor shall ensure that Subcontractors and/or employees using HMIS for Client intake capture all Universal Data Elements (UDE) as set forth in the Riverside County's CoC HMIS Policies and Procedures Manual, which is located on the DPSS CoC CORE Region website (<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>).

DPSS retains the rights to the HMIS and case management software application. DPSS grants the Contractor a non-exclusive perpetual license to use the HMIS software for the term of this Agreement.

### C. FISCAL

#### 1. MAXIMUM ANNUAL AMOUNT

Total payment under this Agreement shall not exceed \$359,711 annually.

#### 2. ONE-TWELTH (1/12) REIMBURSEMENT RATE

The Contractor shall be paid \$29,975 per month.

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

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis, no later than thirty (30) calendar days after the end of each month in which services were provided. All claims submitted in a timely manner and completed shall be processed within forty-five (45) calendar days.
- d. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June are due no later than the 4th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.
- e. Contractor must submit a DPSS 2076A Payment Request Form (Exhibit E), together with a Prevention and Diversion Services Monthly Progress Report (Exhibit F). Exhibit E and Exhibit F are attached hereto and incorporated herein by this reference.
- f. Contractor may reallocate, at its discretion, up to 10% between line-item categories in the West Valley Housing Navigation Budget, attached hereto as Exhibit D and incorporated herein by this reference, if all of the following conditions are met:
  - 1) The total amount of the Agreement does not change;
  - 2) The Contractor delivers a written request to DPSS that adequately documents the need for a change in the line-item categories and specifically identifies the line-item categories to be reduced/increased;

- 3) The modification will not reduce any line-item category by more than 20% of the original budgeted amount;
- 4) Budget modification requests are submitted to DPSS no later than forty-five (45) days prior to end of the operating year; and
- 5) The Riverside County Board of Supervisors approves the modification.

#### 4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

#### 5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. If Contractor expends \$750,000 or more in a year in Federal funding, Contractor shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and

compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

7. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, Subcontractors and volunteer staff who may provide services under this Agreement with the Contractor, before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to

provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### 3. CLIENT CIVIL RIGHTS COMPLIANCE

#### a. Assurance of Compliance

The Contractor shall complete the Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit I** and incorporated herein by this reference. The Contractor will sign and date **Exhibit I** and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

#### b. Client Complaints

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

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

#### **Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-6841

#### c. Services, Benefits and Facilities

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

as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

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

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

#### 4. HOLD HARMLESS/INDEMNIFICATION

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

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

## 5. INSURANCE

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

### (1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

### (2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County 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.

### (3) Vehicle Liability:

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

## b. General Insurance Provisions – All lines:

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

(2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the County, and at the election of the County's

Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

## 6. LICENSES AND PERMITS



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

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

#### 7. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

#### 8. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

#### 9. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any Subcontract with any Subcontractor who:

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

- b. The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of Subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### 10. DEBARMENT AND SUSPENSION

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

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

#### 11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

#### 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of the HIPAA Business Associates Agreement attached hereto as Exhibit J and incorporated herein by this reference. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to :

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

### 13. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

### 14. TRANSITION PERIOD

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

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

## IV. GENERAL

### A. PERIOD OF PERFORMANCE

This Agreement is effective July 1, 2017 and continues through June 30, 2020, unless terminated earlier.

**B. NOTICES**

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

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

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

Contractor: Coachella Valley Association of Governments  
Chairman, Executive Committee  
73-710 Fred Waring Drive  
Palm Desert, CA 92260

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

**C. AVAILABILITY OF FUNDING**

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

**D. DISPUTES**

1. 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's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County'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 as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
2. 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.

**E. SANCTIONS**

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

G. MODIFICATION OF TERMS

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

H. NON-APPROPRIATION OF FUNDS

The County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the County shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify Contractor in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

I. TERMINATION

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

J. ENTIRE AGREEMENT

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

## EXHIBIT A SCOPE OF SERVICES

A. Contractor shall provide the following services consistent with the Ramp-Up Services Plan, attached as Exhibit B and incorporated herein by this reference:

### 1. Homeless Prevention and Diversion Services (HPD)

- a. At a minimum, Contractor shall staff and operate at least two physical locations for providing HPD services, with one in Palm Springs and one in Desert Hot Springs. A third location in Cathedral City would be beneficial. Co-locating with public social services or an existing social service and/or county agency is strongly encouraged as opposed to opening a new service site.
- b. Provide the HPD services in such a manner that the days and hours of operation, service locations, and access to transportation do not pose barriers to persons requiring services.
- c. Utilizing Contractor's staff, provide adequate staffing at the program offices between the hours of 7:00 a.m. and 9:00 p.m. each calendar day unless other hours are determined to be more effective and efficient and are approved by DPSS.
- d. Client outcomes will be achieved through:
  - 1) Case Management/Diversion Services: All Clients will be assessed and pertinent information entered into the Coordinated Entry System.
  - 2) Prevention Services: At a minimum, Contractor shall provide a minimum of twenty (20) households, but no more than forty (40), that are at risk of becoming homeless, one to two months of rental assistance and case management services.
  - 3) Rapid Rehousing Services: The Contractor will provide rapid rehousing placement for a minimum of twelve (12) homeless households, each for a minimum of one month up to six months, by way of rental assistance, utility assistance, and case management services through housing navigators.
- e. Contractor will endeavor to identify and leverage community-based, value-added partnerships that support Contractor's HPD services.

### 2. Crisis Stabilization Housing (CSH) Services:

- a. Provide ninety (90) days of crisis stabilization housing services, free of charge, for as many as ten (10), but not less than six (6), homeless individuals, in each of the following cities: Palm Springs, Desert Hot Springs, and Cathedral City. Said ninety (90) day period shall include an initial stay of sixty (60) consecutive days, with thirty (30) additional consecutive days of extended stay as needed and for good cause, which must be documented. Regardless of the length, at the conclusion of any such stay, there shall be a thirty (30) day waiting period before a Client shall be eligible for additional CSH services.

- b. The Contractor shall abide by Housing Quality Standards and perform a periodic inspection using the Housing Habitability Standard Inspection Checklist attached as Exhibit C and incorporated herein by this reference.
3. Consistent with the level of transportation services described in the budget attached as Exhibit D, Contractor shall provide limited transportation to and from the CSH sites.
4. Assist all interested Clients with referral or access to services such as health care, social services, employment services, mainstream benefits program, (e.g., General Relief; Social Security; Supplemental Security Income; the Women, Infants and Children nutrition program; etc.), vocational services, legal assistance, etc.
5. Provide translation and interpretive services, as needed.
6. Maintain case files on each Client that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained in the program. All Clients are required to participate in case management and Contractor's staff shall complete appropriate documentation on each Client's progress on a routine basis.
7. Maintain written records for review by DPSS, at each CSH site, evidencing compliance with each of the following:
  - a. Contractor shall post emergency and evacuation procedures in a conspicuous space.
  - b. Contractor shall conduct weekly random safety checks to ensure weapons and contraband items are not in the housing facility.
8. Post rules and guidelines in English and Spanish in a conspicuous place CSH site.
9. Maintain and post in a conspicuous place within each CSH site and program office a Client grievance procedure.
10. Use commercially reasonable efforts to ensure that Clients do not loiter nor deposit their belongings outside CSH facilities or program offices or in the neighboring vicinity so as to disturb neighbors or neighboring property.
11. Use commercially reasonable efforts to screen all potential Clients for violent crimes histories using court records and registered sex offender websites.
12. Adequately staff the program offices and CSH facilities as necessary to administer the program in a manner consistent with the terms of this Agreement. Staff shall be certified in emergency first aid at all times. Staff shall receive at least annual training in conflict resolution techniques and issues related to cultural diversity/sensitivity.
13. Participate in the HMIS System. Contractor shall maintain in each Client's paper case file the original signed HMIS Informed Consent and Release Form. In the event that a Client declines to sign this form, the case manager should note accordingly in the Client's paper case file.

14. Monitor, evaluate and take effective follow-up action to address needed improvements in service delivery as identified and documented in evaluations and monitoring visits conducted by DPSS.
  15. Have Clients sign a form that verifies their stay at the facility entrance, weekly, and at exit (unless Client leaves without notice).
  16. Collect each Client's pertinent personal data and CSH usage as available.
  17. Participate regularly in the Continuum of Care meetings.
- B. Utilizing Contractor's staff, complete all custodial duties as necessary to maintain program offices and CSH facilities in a clean safe condition.
  - C. Pay any and all utility costs for program offices and CSH sites, including but not limited to electric, natural gas, water, and communications.
  - D. Notify DPSS, as soon as reasonably possible, of any Critical Incidents.



**Services Plan****EXHIBIT B**

TIMELINE	SCOPE OF SERVICE
Pre-Contract	<ul style="list-style-type: none"> <li>• Finalize Contract</li> <li>• Prevention and Diversion Services               <ul style="list-style-type: none"> <li>○ Identify and Secure Co-Location options</li> <li>○ Rapidly rehouse Clients from Roy's Desert Resource Center as funding permits.</li> </ul> </li> <li>• Crisis stabilization housing               <ul style="list-style-type: none"> <li>○ Identify and Secure Locations</li> </ul> </li> <li>• Recruit and hire staff.</li> </ul>
July 1, 2017 – August 31, 2017	<ul style="list-style-type: none"> <li>• <b>Prevention and Diversion Services</b> <ul style="list-style-type: none"> <li>○ Finalize Co-Location options (Services will be provided via the housing hotline and at appropriate public locations until office locations are solidified).</li> <li>○ Operate housing hotline to identify individuals in need, divert them from emergency shelter services, and connect them with the appropriate level of assistance.</li> <li>○ Provide emergency rental assistance for those at risk of becoming homeless.</li> <li>○ Provide housing navigation, security deposits, utility assistance, and rental assistance for those who are homeless to rapidly find new housing.</li> <li>○ Provide case management to secure housing stability and appropriate linkages to community and mainstream resources.</li> <li>○ Provide supportive services including behavioral health support and employment support once housed.</li> </ul> </li> <li>• <b>Crisis stabilization housing</b> <ul style="list-style-type: none"> <li>○ Finalize locations (These services will be limited while all 12 locations are solidified).</li> <li>○ As locations for Crisis Stabilization Housing are solidified, they will immediately be furnished and put into use as Crisis Stabilization Housing or those in homeless situations.</li> <li>○ Until all 12 scattered sites are secured, POLM will use a combination of secured sites and motel vouchers to provide an immediate exit off of the streets.</li> <li>○ Monitor each housing unit several times per week.</li> <li>○ Provide case management to connect individuals with</li> </ul> </li> </ul>

	<p>appropriate resources and exit that emergency housing as quickly as possible into more stable non-emergency housing.</p> <ul style="list-style-type: none"> <li>○ Provide laundry tokens weekly, clothing as needed with a voucher, toiletries, and food support.</li> </ul>
September 1, 2017 – June 30, 2020	<ul style="list-style-type: none"> <li>● <b>Prevention and Diversion Services</b> <ul style="list-style-type: none"> <li>○ Provide services at office locations by appointment and at appropriate public locations as necessary.</li> <li>○ Operate housing hotline to identify individuals in need, divert them from emergency shelter services, and connect them with the appropriate level of assistance.</li> <li>○ Provide emergency rental assistance for those at risk of becoming homeless.</li> <li>○ Provide housing navigation, security deposits, utility assistance, and rental assistance for those who are homeless to rapidly find new housing</li> <li>○ Provide case management to secure housing stability and appropriate linkages to community and mainstream resources.</li> <li>○ Provide supportive services including behavioral health support and employment support once housed.</li> </ul> </li> <li>● <b>Crisis stabilization housing</b> <ul style="list-style-type: none"> <li>○ Provide emergency housing to homeless individuals and families in scattered site housing units.</li> <li>○ Monitor each housing unit several times per week.</li> <li>○ Provide case management to connect individuals with appropriate resources and exit that emergency housing as quickly as possible into more stable non-emergency housing.</li> <li>○ Provide laundry tokens weekly, clothing as needed with a voucher, toiletries, and food support.</li> </ul> </li> </ul>

Prevention and Diversion Services	
Provide services at office locations by appointment and at appropriate public locations as necessary.	Quarter 1: 120 encounters Quarter 2: 120 encounters Quarter 3: 120 encounters Quarter 4: 120 encounters <b>TOTAL: 480 encounters</b>
Operate housing hotline to identify individuals in need, divert them from emergency shelter services, and connect them with the appropriate level of assistance.	Quarter 1: 240 referrals Quarter 2: 240 referrals Quarter 3: 240 referrals Quarter 4: 240 referrals <b>TOTAL: 960 referrals</b>
Provide outreach/homeless intervention to those on the street.	Quarter 1: 20 unique interventions Quarter 2: 20 unique interventions Quarter 3: 20 unique interventions Quarter 4: 20 unique interventions <b>TOTAL: 80 unique interventions</b>
Provide emergency rental assistance for those at risk of becoming homeless.	Quarter 1: 10 Diversions Via Rental Assistance Quarter 2: 10 Diversions Via Rental Assistance Quarter 3: 10 Diversions Via Rental Assistance Quarter 4: 10 Diversions Via Rental Assistance <b>TOTAL: 40 Diversions Via Rental Assistance</b>
Provide Rapid Rehousing to homeless individuals and families via CVAG Program.	Quarter 1: 6 unduplicated households Quarter 2: 3 unduplicated households (9 total) Quarter 3: 6 unduplicated households (9 total) Quarter 4: 3 unduplicated households (9 total) <b>TOTAL: 18 unduplicated households</b>
Provide Rapid Rehousing and Permanent Supportive housing to homeless individuals and families via Other leveraged programs.	Quarter 1: 30 unduplicated households Quarter 2: 6 unduplicated households ( 30 total) Quarter 3: 6 unduplicated households ( 30 total) Quarter 4: 6 unduplicated households ( 30 total) <b>TOTAL: 48 unduplicated households</b>
Provide case management to secure housing stability and appropriate linkages to community and mainstream resources. (CVAG and Other)	Quarter 1: 36 unduplicated households Quarter 2: 9 unduplicated households (36 total) Quarter 3: 12 unduplicated households (36 total) Quarter 4: 9 unduplicated households (36 total) <b>TOTAL: 66 unduplicated households</b>
Provide behavioral health support to those in housing. (CVAG and Other)	Quarter 1: 20 unduplicated households Quarter 2: 6 unduplicated households Quarter 3: 6 unduplicated households Quarter 4: 6 unduplicated households <b>TOTAL: 38 unduplicated households</b>
Provide employment support to those in housing. (CVAG and Other)	Quarter 1: 20 unduplicated households Quarter 2: 6 unduplicated households Quarter 3: 6 unduplicated households Quarter 4: 6 unduplicated households <b>TOTAL: 38 unduplicated households</b>

Crisis Stabilization Housing	
Provide emergency housing to homeless individuals and families in scattered site housing units.	Quarter 1: 18 unique individuals Quarter 2: 24 unique individuals Quarter 3: 24 unique individuals Quarter 4: 24 unique individuals <b>TOTAL: 90 unique individuals</b>
Provide case management to connect individuals with appropriate resources and exit that emergency housing as quickly as possible into more stable non-emergency housing	Quarter 1: 18 unique individuals Quarter 2: 24 unique individuals Quarter 3: 24 unique individuals Quarter 4: 24 unique individuals <b>TOTAL: 90 unique individuals</b>
Provide laundry tokens weekly, clothing as needed with a voucher, toiletries, and food support.	Quarter 1: 18 unique individuals Quarter 2: 24 unique individuals Quarter 3: 24 unique individuals Quarter 4: 24 unique individuals <b>TOTAL: 90 unique individuals</b>

## EXHIBIT C

## Housing Habitability Standards Inspection Checklist

Approved or Deficient	Element
	<b>1. Structure and materials:</b> The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
	<b>2. Access:</b> The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
	<b>3. Space and security:</b> Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided with an acceptable place to sleep.
	<b>4. Interior air quality:</b> Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
	<b>5. Water Supply:</b> The water supply must be free from contamination.
	<b>6. Sanitary Facilities:</b> Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
	<b>7. Thermal environment:</b> The housing must have adequate heating and/or cooling facilities in proper operating condition.
	<b>8. Illumination and electricity:</b> The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
	<b>9. Food preparation and refuse disposal:</b> All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
	<b>10. Sanitary condition:</b> The housing and any equipment must be maintained in sanitary condition.
	<p><b>11. Fire safety:</b> Both conditions below must be met to meet this standard.</p> <p>a. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.</p> <p>b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.</p>

**CERTIFICATION STATEMENT**

I certify that I am not a HUD certified inspector and I have evaluated the property located at the address below to the best of my ability and find the following:

- ☐ Property meets all of the above standards.
- ☐ Property does not meet all of the above standards.

Therefore, I make the following determination:

- ☐ Property is approved                      ☐ Property is denied

Case Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Apartment: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Date: \_\_\_\_\_  
Evaluator Name: \_\_\_\_\_  
Evaluator Signature: \_\_\_\_\_

## EXHIBIT D-WEST VALLEY HOUSING NAVIGATION BUDGET

Housing Provision and Dimension - HPD / Crisis Stabilization Housing (No Hotel/Motel)	Hours	Rate	Salary	10% Frings	Total Salary
Program Manager (1 FTE)	2080	\$ 30.00	\$ 62,400.00	\$ 11,232.00	\$ 73,632.00
Mental Health Navigator (1.25 FTE)	260	\$ 30.00	\$ 7,800.00	\$ 1,404.00	\$ 9,204.00
Employment Navigator (1.25 FTE)	260	\$ 18.00	\$ 4,680.00	\$ 842.40	\$ 5,522.40
Palm Springs Location		\$ 5,400.00	Budgeted office expense of \$450/month 12 months		
Case Manager/Housing Navigator (1 FTE)	2080	\$ 18.00	\$ 37,440.00	\$ 6,739.20	\$ 44,179.20
Desert Hot Springs Location		\$ 5,400.00	Budgeted office expense of \$450/month 12 months		
Case Manager/Housing Navigator (1 FTE)	2080	\$ 18.00	\$ 37,440.00	\$ 6,739.20	\$ 44,179.20
Cathedral City		\$ 5,400.00	Budgeted office expense of \$450/month 12 months		
Case Manager/Housing Navigator (1 FTE)	2080	\$ 18.00	\$ 37,440.00	\$ 6,739.20	\$ 44,179.20
Office Supplies		\$ 2,400.00	Budgeted at \$100 /month/12 months/2 offices		
Rental Assistance		\$ 32,000.00	Budgeted at \$800 per assist/40 assists. These can be one or two months of assistance provided per unit for a maximum of 40 assists. At minimum we would be assisting 20 individuals or families.		
Rapid Re-Housing		\$ 30,688.00	Budgeted to provide Rapid Re-Housing Assistance for 12 units including security deposits and 6 months of assistance at current county FMR Rates. (4 - 1 Bedroom units, 4 - 2 Bedroom Units and 4 - 3 Bedroom Units)/\$957, \$1,197, and \$1,682		
Utility Deposits		\$ 1,800.00	Budgeted at \$150 per unit/12 Units		
Utility Payments		\$ 5,400.00	Budgeted at \$150/month/per unit/3 months each		
Food		\$ 1,800.00	Budgeted at \$50 per month/per unit/3months each		
Transportation		\$ 1,800.00	Budgeted at \$50 per month/per unit/3months each		
Office Furnishings		\$ 2,000.00	Chairs, desks, etc., for 2 offices		
Crisis Stabilization Housing - CSH					
Case Management/Housing Navigator (2 FTE)	2080	\$ 18.00	\$ 37,440.00	\$ 6,739.20	\$ 44,179.20
Mental Health Navigator (1.25 FTE)	260	\$ 30.00	\$ 7,800.00	\$ 1,404.00	\$ 9,204.00
Employment Navigator (1.25 FTE)	260	\$ 18.00	\$ 4,680.00	\$ 842.40	\$ 5,522.40
Program Supplies			\$ 14,400.00	Budgeted at \$1200 per month/12 months	
Food Assistance			\$ 65,700.00	Budgeted for \$7.5 per day/24 people	
Laundry Assistance			\$ 9,360.00	Budgeted at \$15 per week per unit (12 units)	
Transportation Assistance -Bus Passes			\$ 4,800.00	Budgeted at \$50 per month per unit (12 Units)	
Mileage Reimbursement			\$ 26,520.00	Budgeted for 1 Program Manager and 3 Case Manager/Housing Navigators at 50 miles per day/\$5.1 per mile/260 days	
Scattered Site Emergency Units (4 Units in Each City)					
Maximum 90 days per person/family					
	3-Bedroom	\$1682/month		Budgeted for 3 Units	\$ 60,552.00
	1 Bedroom	\$957/month		Budgeted for 9 Units	\$ 103,356.00
	Insurance	\$5000/Year		Budgeted for 12 Units	\$ 60,000.00
	(Umbrella, Property, Liability, Employee Practices Liability)				
Program IT Expense		\$ 1,680.00	Budgeted at \$140 per mont for 3 FTEs/12 months		
Equipment (Laptops/Printers/Copiers)					
Cell Phones and Monthly Service		\$ 5,850.00	Budgeted at - \$900 per Laptop/3 needed, \$700 per cell phone, 3 needed, 150 per printer/3 needed/\$500 per copier/2 needed		
Administrative Expenses		\$ 1,800.00	cell phone service \$50 per month/12 months/3 phones		
@12% of total budget					
Total Proposed Budget					

**CONTRACTOR PAYMENT REQUEST**

**Exhibit Number: E**  
**DPSS 2076A, DPSS 2076B & Instructions**

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

From: Coachella Valley Association of Governments

Remit to Name

Address

Contractor Name

Contract Number

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

Select Payment Type(s) Below:

☐ Advance Payment \$ \_\_\_\_\_  
 (if allowed by Contract/MOU)

☐ Actual Payment \$ \_\_\_\_\_  
 (Same amount as 2076B if needed)

☐ Unit of Service Payment \$ \_\_\_\_\_

\_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$)

\_\_\_\_\_ # of Units) X (\$)

\_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$)

\_\_\_\_\_ # of Units) X (\$)

\_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$)

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

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

\_\_\_\_\_  
 Authorized Signature Title Date

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

Business Unit (5)

Purchase Order # (10)

Invoice #

Account (6)

Amount Authorized

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

DPSS 2076A (8/03) CONTRACTOR PAYMENT-REQUEST +





## Exhibit E

## 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.

## Exhibit F

<b>Prevention and Diversion Services Monthly Progress Report</b>	
Operate housing hotline to identify individuals in need, divert them from emergency shelter services, and connect them with the appropriate level of assistance.	<b>Monthly Number of Referrals that were:</b> <ol style="list-style-type: none"> <li>1. Identified from housing hotline</li> <li>2. Diverted from Emergency Shelter Services</li> <li>3. Connected with appropriate level of assistance.</li> </ol>
Provide outreach/homeless intervention to those on the street.	<b>Monthly unique interventions and city &amp; location of engagement :</b>
Provide emergency rental assistance for those at risk of becoming homeless.	<b>Monthly unduplicated Diversions Via Rental Assistance and which resolution was applied:</b>
Provide Rapid Rehousing to homeless individuals and families via CVAG Program.	<b>Monthly unduplicated Rapid Rehousing provided via CVAG Program:</b> <ol style="list-style-type: none"> <li>1. Number of Individuals</li> <li>2. Number of Families</li> </ol>
Provide Rapid Rehousing and Permanent Supportive housing to homeless individuals and families via other leveraged programs.	<b>Monthly unduplicated via other leveraged programs:</b> <ol style="list-style-type: none"> <li>1. Rapid Rehousing: <ol style="list-style-type: none"> <li>a. Individuals</li> <li>b. families</li> </ol> </li> <li>2. Permanent Supportive: <ol style="list-style-type: none"> <li>a. Individuals</li> <li>b. families</li> </ol> </li> </ol>
Provide behavioral health support to those in housing. (CVAG and Other)	<b>Monthly behavioral health support:</b>
Provide employment support to those in housing. (CVAG and Other)	<b>Monthly employment support:</b>

Exhibit G

Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____



**Riverside County Community Services Directory  
AGENCY INFORMATION FORM**

Information on this form should pertain to the agency only.  
Please use the Program Information form to add or change program details.

Agency Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location: ☐ Yes ☐ NoHandicap accessible? ☐ Yes ☐ No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: **Ab** Zip code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Legal Status**

- |  |  |                                       |   |
|--|--|---------------------------------------|---|
| <input type="checkbox"/> Private, non-profit | <input type="checkbox"/> Public-County | <input type="checkbox"/> Public-State | <input type="checkbox"/> Public-Federal |
| <input type="checkbox"/> Faith Based         | <input type="checkbox"/> For Profit    | <input type="checkbox"/> Other _____  |   |

**Tax Classification:**

Year of Incorporation: \_\_\_\_\_

Office Days and Hours: \_\_\_\_\_

Eligibility/ Target Population: \_\_\_\_\_

Agency Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Languages spoken other than English: \_\_\_\_\_

Agency Information  
Page 1 of 2  
Please complete both pages

**Fees**

- ☐ No Cost      ☐ Low Cost      ☐ Sliding Fee      ☐ Donation  
☐ Vary      ☐ Other \_\_\_\_\_

**Method of Payment**

- ☐ Medi-Cal      ☐ Cash      ☐ Credit Cards      ☐ Personal Check

**Personnel**

Agency Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Any additional Information you would like us to be aware of?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date : \_\_\_\_\_



Volunteer Center of Riverside

Please enclose your brochure and return to  
2-1-1 Riverside County  
P.O Box 5376  
Riverside, CA 92517-5376  
Phone: (800) 464-1123  
or (951) 686-4402 Ext. 751  
Fax: (951) 686-7417

Agency Information  
Page 2 of 2  
Please complete both pages

Exhibit H

Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____



# Riverside County Community Services Directory

## PROGRAM INFORMATION FORM

This form is to submit the program's details, additions or changes.

Please submit a separate form for each program.

Additional copies can be made of this form as needed.

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Program Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location: ☐ Yes ☐ No

Handicap accessible? ☐ Yes ☐ No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Program Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TTY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

Program Days and Hours: \_\_\_\_\_

Program Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Eligibility/Target Population: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Program Information  
Page 1 of 2  
Please complete both pages

## Intake/Application Procedure:

- ☐ Phone      ☐ Appointment required      ☐ Walk-in      ☐ Referral needed  
☐ Mail      ☐ Other \_\_\_\_\_

Documents Required: \_\_\_\_\_

Areas Served: (Please indicate specific areas program services)

## Regions

- ☐ All Riverside County    ☐ West County      ☐ Central County    ☐ Southwest County  
☐ East County      ☐ Coachella Valley    ☐ Other

Cities: \_\_\_\_\_

Zip Codes: \_\_\_\_\_

## Fees:

- ☐ No Cost      ☐ Low Cost      ☐ Sliding Fee      ☐ Donation  
☐ Vary      ☐ Other \_\_\_\_\_

## Method of Payment

- ☐ Medi-Cal    ☐ Cash      ☐ Credit Cards    ☐ Personal Check

Languages spoken other than English: \_\_\_\_\_

## Personnel

Program Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Any additional Information you would like us to be aware of?

\_\_\_\_\_

**IAb**

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



Please enclose your brochure and return to  
 2-1-1 Riverside County  
 P.O. Box 5376  
 Riverside, CA 92517-5376  
 Phone: (800) 464-1123  
 or (951) 686-4402 Ext. 160  
 Fax: (951) 686-7417

Program Information  
 Page 2 of 2  
 Please complete both pages

Exhibit I  
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**  
Shelter from the Storm, Inc.

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



**Exhibit J**  
**HIPAA Business Associate Agreement**  
**Addendum to Contract**

Between the County of Riverside and Valley Restart Shelter

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

**RECITALS**

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402:
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
  - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
  - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
  - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
  - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
  - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
  - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
  - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
  - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
  - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
  - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
  - O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

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

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

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

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

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

4. **Obligations of County.**

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

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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County,

or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

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

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

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
  - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
  - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
  - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
    - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
      - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
      - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

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

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost

of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
  - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
  - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
  - 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible.



Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

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

County HIPAA Privacy Officer:

HIPAA Privacy Manager

County HIPAA Privacy Officer Address:

26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number:

(951) 486-6471