

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



**ITEM: 3.16  
(ID # 12266)**

**MEETING DATE:**  
Tuesday, July 07, 2020

**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve Agreement #DPSS-0001782 with the Housing Authority of the County of Riverside for Rapid Re-Housing Services to CalWORKS Customers without seeking competitive bids for five years. [All Districts]; [Total Cost \$19,954,794 - 80% Federal, 20% State]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve Agreement #DPSS-0001782 (Agreement) with the Housing Authority of the County of Riverside for Rapid Re-Housing Services to eligible CalWORKS Customers without seeking competitive bids, for a total aggregate amount of \$19,954,794 for five years through June 30, 2025.
2. Authorize the Director of the Department of Public Social Services (DPSS), or designee, based on the availability of fiscal funding and as approved by County Counsel to: a) accept funding annually in amount not to exceed 30% increase of current fiscal year allocation; b) sign the Agreement on behalf of the County; c) take all necessary steps to administer and implement the Agreement; d) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and e) sign amendments to the compensation provisions that do not exceed the sum total of thirty percent (30%) of the total annual cost of the agreement.

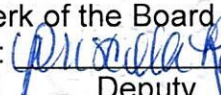
**ACTION: 4/5 Vote Required**

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: July 07, 2020  
xc: DPSS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 2,206,632	\$ 2,868,622	\$ 19,954,794	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 80% and State 20%.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

Department of Public Social Services (DPSS) received funding from the California Department of Social Services (CDSS) to implement a CalWORKs Housing Support Program for the County of Riverside. The goal of the DPSS CalWORKs Housing Support Program (HSP) is to help homeless families receiving CalWORKs benefits to secure permanent housing, thus removing a significant barrier to participation in the Welfare-to-Work program and facilitating progress toward employment and self-sufficiency. DPSS selected the Housing Authority of the County of Riverside (HACR) to administer the housing service component of the CalWORKs HSP, based on HACR's experience, fiscal capacity and the agency's ability to quickly implement the program over the last five years.

This program will continue providing immediate housing and supportive services for at least 275 homeless CalWORKs families receiving services through the DPSS Family Stabilization Services (FSS) program. The proposed Agreement provides up to \$19,954,794 in funds to HACR for the period of July 1, 2020 through June 30, 2025, contingent upon the availability of funding. For the last five years, DPSS has received increases annually ranging from 20%-24% percent. It is anticipated that funding for the next five years will continue to increase by up to 30% percent each year.

<b>FISCAL YEAR PERIOD</b>	<b>ANNUAL PAYMENT</b>
July 1, 2020 through June 30, 2021	\$2,206,632.00
July 1, 2021 through June 30, 2022	\$2,868,622.00
July 1, 2022 through June 30, 2023	\$3,729,208.00
July 1, 2023 through June 30, 2024	\$4,847,970.00
July 1, 2024 through June 30, 2025	\$6,302,362.00
Total	\$19,954,794.00

Ordinance 459 allows for award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs with government entities.



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

**Impact on Residents and Businesses**

This project will provide much needed assistance to individuals and families in the CalWORKs Rapid Re-Housing program and will provide support to homeless CalWORKs families that need immediate, permanent housing before they are able to progress toward employment and self-sufficiency. Housing stability is one of the greatest challenges that CalWORKs families face. It is estimated that over 3,790 CalWORKs families (almost 8% of the total CalWORKs population) are homeless or near homeless within the County of Riverside. Participating families and the community will benefit from reductions in the number of families experiencing homelessness, reductions in the duration of time a family is homeless and reducing the amount and duration of CalWORKs financial assistance by rapidly stabilizing families in crisis. In summary, the program will reduce the trauma and individual financial cost of homelessness for families and reduce the public cost associated of homelessness and extreme poverty. Families with stable housing have a much higher success rate in obtaining employment and higher wages.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

HACR's Rapid Re-Housing Services will be covered by 20%-State and 80%-Federal funding provided by DPSS. No General Funds or HACR administrative funds will be expended on this project.

**ATTACHMENTS:**

**Attachment A:      AGREEMENT # DPSS-0001782**

  
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Gregory H. Priamos, Director County Counsel      6/23/2020

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

and

Housing Authority of the County of Riverside  
Rapid Re-Housing Services  
DPSS-0001782

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.





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List of Schedules:

- Schedule A – Payment Provisions
- Schedule B – Scope of Services

List of Exhibits:

- Exhibit A - DPSS 2076A, DPSS 2076B & Instructions
- Exhibit B – DPSS 4452, Rapid Rehousing Referral Form

Exhibit C – HSP 14 (g/14) Housing Support Program (HSP) Monthly Status Report  
Exhibit D – Special Programs Monthly Vehicle Mileage Log

List of Attachments:

Attachment I – HIPAA Business Associate Agreement  
Attachment II – PII Privacy and Security Standards  
Attachment III – Assurance of Compliance



This Agreement is made and entered into this 1<sup>st</sup> day of July, 2020, by and between Housing Authority of the County of Riverside, a public entity, corporate and politic, and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services. The parties agree as follows:

1. DEFINITIONS

- A. "CDSS" refers to the California Department of Social Services.
- B. "CONTRACTOR" refers to Housing Authority of the County of Riverside including its employees, agents, representatives, and services under this Agreement.
- C. "DPSS" or "COUNTY" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
- D. "CW" refers to the CalWORKs program. CalWORKs is a welfare program that gives cash aid and services to eligible California families. CalWORKs is part of the DPSS Self Sufficiency Division.
- E. "EFT" refers to electronic funds transfer, which is the electronic transfer of money from one bank account to another.
- F. "Eligible Family(ies)" or "Eligibility" refers to Housing Support Program (HSP) eligibility. HSP eligible families must be Homeless as defined by this Agreement and have at least one member who is either receiving or eligible to receive CalWORKs aid.
- G. "ESC" refers to the Employment Services Counselor for Family Stabilization Services. The Employment Services Counselor delivers HSP services to eligible CalWORKs families participating in HSP.
- H. "FSS" refers to Family Stabilization Services and to the DPSS Family Stabilization Services part of Welfare to Work within the Self Sufficiency Division of DPSS.
- I. "Homeless" is defined as (1) lacking a fixed or regular nighttime residence, or (2) having a primary nighttime residence that is a supervised publicly or privately-operated shelter designed to provide temporary living accommodations, or (3) residing in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or (4) in receipt of a judgment or eviction, as ordered by a court.
- J. "HSP" refers to the CalWORKs Housing Support Program. The Housing Support Program provides cash and/or voucher assistance to qualifying Homeless CalWORKs families, as defined by CDSS.
- K. "HSP Team" refers to the collaborative between CalWORKs (CW), Welfare-to-Work (WTW) and its Family Stabilization Services, Homeless Programs Unit (HPU), and the CONTRACTOR. The HSP Team provides a full array of supportive services and housing assistance to qualifying CalWORKs families.
- L. "RRH" refers to Rapid Re-Housing. Rapid Re-Housing is an evidence-based homelessness prevention and housing program that provides direct housing assistance and services to



prevent individuals and families from becoming Homeless and help those who are experiencing homelessness to be quickly re-housed and stabilized.

M. "State" refers to the State of California and its Department of Social Services.

N. "WTW" refers to the CalWORKs Welfare-to-Work program, part of the Self Sufficiency Division of DPSS. Welfare-to-Work is a program aimed at assisting customers in preparing for and obtaining gainful employment.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2020 and continue through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. COMPENSATION

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

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION

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

B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

C. After receipt of the notice of termination, CONTRACTOR shall:



- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

8. TRANSITION PERIOD

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

9. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contract, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

B. CONTRACTOR shall not, under any circumstances which could be perceived as an influence the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

10. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or



inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.
- C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

#### 11. CONFIDENTIALITY

- A. As required by applicable state and federal law, COUNTY and 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.
12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The parties agree to the terms and conditions the HIPAA Business Associated attached as Attachment I.
13. PERSONALLY, IDENTIFIABLE INFORMATION
- A. Personally, Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et. seq, and 45 CFR 205.50 et. seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.
14. HOLD HARMLESS/INDEMNIFICATION  
CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. CONTRACTOR shall, at 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 claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.



## 15. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of



aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. WORKER'S COMPENSATION

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

17. VEHICLE LIABILITY

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

18. COMMERCIAL GENERAL LIABILITY

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

19. 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.

20. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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

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

21. INDEPENDENT CONTRACTOR

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

22. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable



directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

23. LICENSES AND PERMITS

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

24. NO DEBARMENT OR SUSPENSION

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

25. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

26. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).



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

27. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

28. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

29. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

30. SUPPLANTATION

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

31. ASSIGNMENT

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

32. FORCE MAJEURE

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

33. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

34. DISPUTES

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



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

35. ADMINISTRATIVE/CONTRACT LIAISON

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

36. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Client Complaints

CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to 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  
7894 Mission Grove Parkway, Suite 100  
Riverside, CA 92508  
(951) 358-6841

C. Services, Benefits and Facilities

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



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

D. Cultural Competency

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

37. CHILD ABUSE REPORTING

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

38. ADULT ABUSE REPORTING

CONTRACTOR is a mandated reporter under California Welfare and Institutions code 15630, CONTRACTOR shall establish a procedure acceptable to DPSS and in accordance with applicable laws to report suspected elder or dependent adult abuse in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report suspected elder or dependent adult abuse to an Adult Protective agency as defined under this code.

39. NOTICES

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

COUNTY:

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



Invoices and other financial documents:

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

CONTRACTOR:  
 Housing Authority of the County of Riverside  
 5555 Arlington Street  
 Riverside, CA 92504

CONTRACTOR "Remit To" address:  
 Housing Authority of the County of Riverside  
 5555 Arlington Street  
 Riverside, CA 92504

- 40. MODIFICATION OF TERMS  
 This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1<sup>st</sup> of each fiscal year.
- 41. ENTIRE AGREEMENT  
 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Housing Authority of the County of Riverside	Authorized Signature for Riverside County Department of Public Social Services
Printed Name of Person Signing: Carrie Harmon	Printed Name of Person Signing: Sayori Baldwin
Title: Deputy Executive Director	Title: Director
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY: Lisa Sanchez 9/23/2020  
 LISA SANCHEZ DATE



**Schedule A  
Payment Provisions**

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2020 through June 30, 2021	\$2,206,632.00
July 1, 2021 through June 30, 2022	\$2,868,622.00
July 1, 2022 through June 30, 2023	\$3,729,208.00
July 1, 2023 through June 30, 2024	\$4,847,970.00
July 1, 2024 through June 30, 2025	\$6,302,362.00
Total	\$19,954,794.00

A.2 LINE ITEM BUDGET

<b>FY 20/21 CalWORKs Housing Budget</b>		
<b>Budget Job Code Title</b>	<b>Amount</b>	<b>Description</b>
<b>Salaries</b>		
CONTRACT RRH Program Support	\$481,486.00	Direct housing assistance to CalWORKs families (fringe and benefits). Program Support also includes the HR TAP fee and Workers Compensation.
Conferences/Training	\$3,000.00	Travel/Conference/Training
Vehicle Use Expense	\$30,000.00	Costs for mileage at the County of Riverside rate on the DPSS Vehicle Mileage Log report to transport CW families during housing search. If County of Riverside vehicles are not available rental cars may be used plus applicable fuel costs.
CONTRACTOR RRH Housing Assistance	\$1,692,146.00	Includes direct assistance for security deposits, rent, utilities, storage, remote/gate fees, appliances, furniture and other approved related permanent housing services.
Total CONTRACTOR Operating Expenses	\$2,206,632.00	
<b>Total FY 20/21 Budget for CONTRACTOR</b>	<b>\$2,206,632.00</b>	



### A.3 ALLOWABLE COSTS

CONTRACTOR shall receive reimbursement for providing RRH services and assistance to DPSS referred HSP clients up to the maximum reimbursable amount of this Agreement, and as detailed in the Budget, attached hereto as Exhibit A, and incorporated herein by this reference.

### A.4 PAYMENT OF COSTS

- a. To request payments pursuant to this Agreement, CONTRACTOR billings shall be submitted monthly to DPSS using the DPSS Form 2076A – CONTRACTOR Payment Request and DPSS Form 2076B – CONTRACTOR Expenditure Report (Exhibit B) no later than the 10th day of the calendar month after the claiming period in which RRH services and assistance were provided to DPSS referred HSP clients.
- b. Each claim submitted for payment shall be accompanied by a completed Exhibit B, DPSS Form 2076A CONTRACTOR Payment Request and DPSS Form 2076B CONTRACTOR Expenditure Report, and applicable billing summary worksheets. Designated program liaison will provide approval prior to reimbursement. Entry Worksheet and Instructions, attached hereto and incorporated herein by this reference.
- c. Payroll Register will be attached to each billing and will include employee name(s), hours, wage rate(s), wage amount(s) and pay dates. The TAP payroll report is submitted via Excel.
- d. Time and activity shall include employee names, dates worked, and hours and salary costs allocated to the CalWORKs Housing program.
- e. Travel expense claims which include mileage at the County of Riverside rate shall include Special Programs Monthly Vehicle Mileage Log Report (Exhibit D) and any other supporting documentation such as proof of payments or receipts. If County of Riverside vehicles are not available, rental cars may be used, plus applicable fuel costs. Supporting documentation such as proof of payments or receipts will be included on Exhibit B, DPSS Form 2076A Contractor Payment Request and DPSS Form 2076B Contractor Expenditure Report, and applicable billing summary worksheets.
- f. Housing assistance claims which include security deposits, rent, rental subsidies, utility deposits, motel/hotel payments, and/or utility arrearages, storage, remote/gate fees, appliances, furniture and other approved related permanent housing services shall include proof of payments such as copies of the check(s) or other receipts and supporting documentation. Supporting documentation shall include the clients name and CIV case number.
- g. DPSS will review all forms and supporting documentations and process the claim within thirty (30) calendar days of receipt of the claim by DPSS and forward to the Auditor-Controller's office for payment. Payment will be received via Electronic Funds Transfer (EFT). Any missing forms or supporting documentation from the claim may result in a payment delay.
- h. An estimated billing for June will be due to be received by DPSS no later than the first Friday of June. The actual billing for June will be submitted to DPSS by July 30<sup>th</sup>.



A.5 DISSALLOWANCE

In the event CONTRACTOR receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, CONTRACTOR shall be notified by DPSS and the disallowed amount shall be reimbursed to DPSS in the next subsequent payment.



**Schedule B  
Scope of Services****B.1 SCOPE OF SERVICES****A. OBJECTIVES**

The primary goal of the CalWORKs Housing Support Program (HSP) is to help Homeless families receiving CalWORKs cash aid to secure permanent housing by:

1. Providing HSP Eligible Families an array of evidence based Rapid Re-Housing supportive services proven to help them become self-sufficient. Evidence based services are those services proven effective through the RRH based model.
  2. Providing HSP Eligible Families with Rapid Re-Housing assistance to help them secure permanent housing.
  3. Reducing barriers that interfere with WTW participation and progress to self-sufficiency to gain self-sufficiency, permanent housing, and maintain housing stability for HSP Eligible Families.
- B. The goal of the HSP Team is to work cooperatively to help Homeless families receiving CalWORKs aid secure permanent housing by:
1. Coordinating program services across all support service units.
  2. Leveraging existing program resources and systems.
  3. Utilizing existing program networks and economies of scale.

**B.2 DPSS RESPONSIBILITIES**

- A. Assign staff to be liaison between DPSS CalWORKs Family Stabilization Services, Homeless Programs Unit and CONTRACTOR.
- B. DPSS shall assume ultimate responsibility for determining the following:
  1. Families to be enrolled in HSP.
  2. HSP clients referred to CONTRACTOR for RRH assistance.
  3. Prioritization of HSP client enrollment.
- C. DPSS shall identify and enroll Eligible Families into the CalWORKs program.
- D. DPSS shall screen and identify CalWORKs families for HSP Eligibility.
- E. DPSS shall enroll Eligible Families into HSP.
- F. DPSS shall refer HSP enrolled families to CONTRACTOR for RRH services and assistance using CalWORKs Rapid Re-Housing Referral Form (Exhibit C) from Family Stabilization Services to the



CONTRACTOR. The FSS ESC will send each referral to the CONTRACTOR. All HSP client referrals using Exhibit C shall be made via the following mode:

1. Electronic PDF submittal of Exhibit C by DPSS to authorized CONTRACTOR RRH program personnel.

G. DPSS shall enter all program enrollment information, program services provided, program outcomes, and claims for each HSP client in the required State and county reporting tools and databases.

H. DPSS shall make all required HSP reports and reimbursement claims to the State.

I. DPSS shall notify CONTRACTOR when previously referred HSP clients are terminated or no longer eligible for HSP assistance within five (5) business days of HSP ineligibility determination.

J. DPSS shall reimburse CONTRACTOR for the provision of RRH assistance to referred HSP clients in accordance with DPSS Form 2076A – CONTRACTOR Payment Request, and DPSS Form 2076B – CONTRACTOR Expenditure Report, attached hereto as Exhibit B and incorporated herein by this reference. DPSS shall verify all claims for eligible HSP participants and approve all claims according to said verification.

K. DPSS shall provide CONTRACTOR with all necessary HSP reporting and billing forms, including the instructions for said forms

L. DPSS shall provide technical assistance to CONTRACTOR's personnel.

### B.3 CONTRACTOR RESPONSIBILITIES

#### A. SCOPE OF SERVICE

1. Assign staff to be liaison between CONTRACTOR and DPSS.
2. CONTRACTOR shall receive and enroll into the RRH program all HSP clients referred to CONTRACTOR by DPSS.
3. CONTRACTOR shall provide RRH services and assistance to all HSP clients referred to CONTRACTOR by DPSS. Rapid Re-Housing services shall include the following:
  - a. Assistance to families in obtaining permanent housing.
  - b. Employing Housing Navigator(s) that serve as the primary point of contact for housing services, including:
    - b.1 Assisting with immediate housing and/or bridge housing.
    - b.2 Receiving, assesses and triages referrals from DPSS CalWORKs FSS Unit.
    - b.3 Identifying appropriate permanent housing options for CalWORKs families.
    - b.4 Identifying housing barriers.
    - b.5 Assisting with rental search assistance and with housing applications, supportive and subsidized housing paperwork; surveying rental markets for market rate options and advocating for families with prospective landlords.
    - b.6 Providing comprehensive housing advocacy.
    - b.7 Assisting with completing rental applications and lease documents.
    - b.8 Obtaining prior authorization from the appropriate DPSS FSS staff member



- for rental amounts, deposit amounts, transportation services and any utility payments prior to the family entering into any agreements with the goal of rapidly re-housing CalWORKs families.
- b.9 Obtaining Landlord recruitment.
  - b.10 Attending case conferencing meetings to coordinate services with case managers and other providers.
  - b.11 Providing transportation assistance for the purpose of rapidly re-housing CalWORKs families.
  - b.12 Conducting follow-up activities to support family in maintaining housing post lease-up
  - c. Maintaining client files and accurately documents housing services provided.
  - d. Maintaining client related data tracking systems which includes data required to be input in HMIS.
  - e. Preparing case-related reports, including outcomes, successes and challenges related to the on-going evaluation of the program.
  - f. Completing follow-up and retention services and provides back-up documentation in client file to support reported outcomes.
  - g. Outreaching to property management companies, realtors, landlords, housing developers and other housing service providers to identify new and existing opportunities for CalWORKs families in accessing housing and housing related supportive services.
  - h. Attending coordination meetings related to the CalWORKs Housing Support Program as needed.
  - i. Providing access to existing rental search workshops and tenant education workshops offered by the CONTRACTOR
  - j. Processing landlord paperwork for payment and security deposits and on-going rental subsidies as authorized by DPSS FSS staff including the ongoing subsidies for HSP services approved by CONTRACTOR and other non-profit Rapid Re-Housing providers.
  - k. CONTRACTOR may contract out Rapid Re-Housing services to other collaborating non-profit agencies in Riverside County.
4. CONTRACTOR shall complete and submit to DPSS monthly a form listing clients referred and services provided by the 10<sup>th</sup> of the following month. CONTRACTOR shall submit reports by the 10<sup>th</sup> of each month for services rendered in each preceding month according to data reporting instructions on the California Department of Social Services (herein referred to as CDSS) data reporting HSP 14 form.
  5. CONTRACTOR shall notify DPSS when previously referred HSP clients are terminated due to failure to comply with housing program requirements within five (5) business days of RRH ineligibility determination.
  6. CONTRACTOR agrees to participate in any evaluations of the CalWORKs Housing Support Program conducted by the DPSS Research, Analysis and Decision Support (RADS) Unit and/or CDSS.
  7. CONTRACTOR shall make every attempt to permanently house HSP customers within twenty (20) working days.
  8. CONTRACTOR shall sustain contractual ability to sub-contract Rapid Re-Housing services as needed.



#### B.4 REPORTING

CONTRACTOR shall:

1. Effective July 1, 2020 through June 30, 2025, CONTRACTOR shall complete HSP 14 part C (Exhibit D) to comply with the State reporting requirements and provide the report and data to DPSS by the 10<sup>th</sup> of each month for services rendered in each preceding month.
2. Effective July 1, 2020 through June 30, 2025, CONTRACTOR shall submit part C of Exhibit D by the 10<sup>th</sup> business day of the calendar month after the month in which RRH services were provided to DPSS referred HSP clients.
3. CONTRACTOR shall complete and submit to DPSS a year-end program report no later than July 31 of each year in a format to be determined by DPSS.
4. CONTRACTOR shall work in conjunction with DPSS to ensure that DPSS has all necessary program information requested by DPSS.



Exhibit A

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From: Unassigned  
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)  
  
 Unit of Service Payment \$ \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_

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





## 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 B**

Riverside County Department of Public Social Services  
**HOUSING SUPPORT PROGRAM RAPID REHOUSING REFERRAL FORM**

Referral Date:  Office:

CUSTOMER NAME: \_\_\_\_\_  
City State Zip Code

CURRENT ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ ALTERNATE PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**HOUSEHOLD COMPOSITION**

First and Last Name	Relationship to Applicant	Birthdate	Age	Sex	Social Security No.

**INCOME INFORMATION**

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support and Social Security, CalWORKs or other benefits)

Customer's Full Name	Source of Income	Frequency (Weekly, Monthly, etc.)	Total Monthly Amount
<b>Total Monthly Household Income</b>			

**DPSS STAFF CONTACT INFORMATION**

Referring Case Worker Name \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_



Exhibit C

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
DATA SYSTEMS AND SURVEY DESIGN BUREAU

**CalWORKs Housing Support Program (HSP)  
Monthly Status Report  
HSP 14**

DOWNLOAD REPORT FORM FROM:  
<http://www.cdss.ca.gov/dssdb/>  
E-MAIL COMPLETED REPORT FORM TO:  
[admhsp14@dss.ca.gov](mailto:admhsp14@dss.ca.gov)

COUNTY NAME	VERSION	REPORT MONTH	REPORT YEAR
When completing the report each month, complete Items 1 and 11 first, using last month's report as reported to CDSS as the source.			
<b>PART A. REQUESTS/REFERRALS FOR SERVICES</b>			<b>Total Requests/ referrals</b>
<b>Requests/referrals Issued</b>			
1. Requests/referrals pending at the end of last month, as reported to CDSS in Item 10 on last month's report.....			1
2. Requests/referrals adjustment (correction) (Item 3 minus Item 1, positive or negative number, automatically calculated)..... <i>This item is a correction to last month's Item 10 entry. If Item 2 is zero, leave the Item 2 Explanation box in the Comments section blank. If Item 2 is not zero, explain the reason for the adjustment/correction in the Item 2 Explanation box.</i>			2
3. Requests/referrals pending at the beginning of the month.....			3
4. Requests/referrals received during the month.....			4
5. Total requests/referrals on hand during the month (Item 3 plus Item 4).....			5
<b>Requests/referrals Denied</b>			
6. Requests/referrals denied during the month (Sum of Items 6a through 6e)..... In Items 6a through 6e, select the primary reason for the denial.			6
a. Family does not have a CalWORKs recipient.....			7
b. Family is not in an eligible residence situation (not homeless or not in imminent danger of becoming homeless).....			8
c. Family does not meet additional county eligibility criteria.....			9
d. HSP funding is not available.....			10
e. Other denials including withdrawals (Explain in Item 6e Explanation box).....			11
<b>Requests/referrals Approved</b>			
7. Requests/referrals approved during the month.....			12
8. Of the requests/referrals approved in Item 7, total persons in the family (Sum of Items 8a through 8d)..... In Items 8a through 8d, include all persons in the family's request/referral, including those not in the CalWORKs Assistance Unit.			13
a. Age 0 - 23 months.....			14
b. Age 2 - 5 years.....			15
c. Age 6 to 17 years.....			16
d. Age 18 years and older.....			17
9. Of the requests/referrals approved in Item 7, the family's residence status at time of approved request/referral (Item 9a plus Item 9b, also Item 9 is equal to Item 7).....			18
a. Family lacking fixed and regular nighttime residence (Item 9a1 plus Item 9a2).....			19
1) Family having a primary nighttime residence that is a supervised publically or privately operated shelter designed to provide temporary living accommodations.....			20
2) Family residing in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.....			21
b. Family in receipt of a judgment for eviction, as ordered by the court.....			22
10. Requests/referrals pending at the end of the month (Item 5 minus Item 6 minus Item 7) (This month's Item 10 will be next month's Item 1).....			23



PART B. CASELOAD MOVEMENT			Total Cases
<b>Active Cases</b>			
11. Cases carried forward from last month, as reported to CDSS in Item 19 on last month's report.....			24
12. Cases adjustment (correction) (Item 13 minus Item 11, positive or negative number, automatically calculated)..... <i>This item is a correction to last month's Item 19 entry. If Item 12 is zero, leave the Item 12 Explanation box in the Comments section blank. If Item 12 is not zero, explain the reason for the adjustment in the Item 12 Explanation box.</i>			25
13. Cases at the beginning of the month.....			25
14. New cases added during the month (Same as Item 7 Requests/referrals approved).....			27
15. Total cases on hand during the month (Item 13 plus Item 14).....			28
<b>Cases Discontinued (Family Exits)</b>			
	In Permanent Housing	Not in Permanent Housing	Total Cases
16. Cases discontinued (family exits) during the month (Sum of Items 16a through 16g, also equal to Item 17). In Items 16a through 16g, select the primary reason for exiting.	29	30	31
a. Family completed the HSP (HSP services were provided, but are no longer needed).....	32	33	34
b. Family no longer has a CalWORKs recipient.....	35	36	37
c. Family is non-compliant with HSP requirements.....	38	39	40
d. Family is no longer eligible per county requirements (includes cases in which family reached the county's funding maximum).....	41	42	43
e. Family moved out of the county.....			44
f. Family whereabouts are unknown.....			45
g. Family has other reason for exiting (Explain in Item 16g Explanation box).....	46	47	48
17. Of the cases in Item 16, the family's housing situation at exit (Sum of Items 17a through 17h, Item 17 is also equal to Item 16).	49	50	51
a. Family is in permanent housing and is not receiving a subsidy.....	52		
b. Family is in permanent housing and is receiving a subsidy.....	53		
c. Of those reported in Item 9b, family retained permanent housing after receipt of judgment for eviction, as ordered by the court.....	54		
d. Family is sharing housing with relatives/friends.....	55	56	57
e. Family is in a shelter or nighttime residence that is a supervised publically or privately operated shelter.....		58	
f. Family is residing in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.....		59	
g. Family has unknown housing situation.....			60
h. Family has other housing situation (Explain in Item 17h Explanation box).....	61	62	63
18. Of the cases in Items 17a, 17b, 17d, and 17h, families in permanent housing at the time of exit (Sum of Items 18a through 18d).	64		
In Items 18a through 18d, select the length of time in HSP after placed in permanent housing.			
a. One calendar month or less (includes families receiving only deposit and/or 1st month's rent).....	65		
b. Two - three months.....	66		
c. Four - five months.....	67		
d. Six months or more.....	68		



Case Status at the End of the Month		Total Cases
19. Cases on hand at the end of the month (Item 15 minus Item 16) (This month's Item 19 will be next month's Item 11).....		69
20. Of the cases in Item 19, the housing status of the family at the end of the month (Sum of Items 20a through 20c, Item 20 is also equal to Item 19).....		70
a. Family is not in permanent housing.....		71
b. Family was placed or moved into permanent housing during the month (Sum of Items 20b1 through 20b4, Item 20b is to be completed ONLY in the month the family obtains permanent housing).....		72
In Items 20b1 through 20b4, select the calendar days between request/referral and placement in permanent housing.		
1) 13 days or less.....		73
2) 14 - 29 days.....		74
3) 30 - 45 days.....		75
4) 46 days or more.....		76
c. Family is in ongoing permanent housing.....		77
PART C. FINANCIAL ASSISTANCE		Total Cases
21. Of the cases in Item 15, cases that were issued financial assistance during the month (Unduplicated cases)..... Cell 78 is the sum of all HSP expenditures, Items 22 through 30, issued to the family, automatically calculated. Cell 79 is an unduplicated HSP case count, requiring an entry. In Items 22-30, select all the services that apply.	Expenditures	78 79
22. Total rental assistance issued to the family during the month (Item 22a plus Item 22b).....		80 81
a. Full monthly rental subsidy issued (Sum of Items 22a1 through 22a6).....		82 83
1) Less than \$501.....		84 85
2) \$501 - \$750.....		86 87
3) \$751 - \$1,000.....		88 89
4) \$1,001 - \$1,300.....		90 91
5) \$1,301 - \$1,800.....		92 93
6) More than \$1,800.....		94 95
7) Of the cases in Item 22a (Cell 83), median amount of the full monthly rental assistance expenditures.....		96
b. Partial rental assistance issued (Sum of Items 22b1 through 22b6) (Cases in which the family pays some portion of the monthly rent).....		97 98
1) Less than \$501.....		99 100
2) \$501 - \$750.....		101 102
3) \$751 - \$1,000.....		103 104
4) \$1,001 - \$1,300.....		105 106
5) \$1,301 - \$1,800.....		107 108
6) More than \$1,800.....		109 110
7) Of the cases in Item 22b (Cell 98), median amount of the partial monthly rental assistance expenditures.....		111
23. Security deposits issued during the month.....		112 113
24. Utility deposits issued during the month.....		114 115
25. Utility payments issued during the month.....		116 117
26. Moving costs issued during the month.....		118 119
27. Motel or hotel vouchers issued during the month.....		120 121
28. Paid shelter costs issued during the month.....		122 123
29. Making home habitable costs issued during the month.....		124 125
30. Other financial assistance issued during the month (Explain in Item 30 Explanation box).....		126 127

PART D. HOUSING AND RELOCATION SERVICES			Total Cases
31. Of the cases in Item 15, cases that were issued housing and/or relocation services during the month (Unduplicated cases).....			128
32. Of the cases in Item 31, services provided during the month (Sum of Items 32a through 32f).....			129
In Items 32a through 32f, select all services that apply.			
a. Case management.....			130
b. Landlord engagement.....			131
c. Housing search and placement.....			132
d. Legal services.....			133
e. Credit repair.....			134
f. Other (Explain in Item 32f Explanation box).....			135
COMMENTS			
<u>General Comments</u>			
<u>Item 2 Explanation</u>			
<u>Item 6a Explanation</u>			
<u>Item 12 Explanation</u>			
<u>Item 16g Explanation</u>			
<u>Item 17h Explanation</u>			
<u>Item 30 Explanation</u>			
<u>Item 32f Explanation</u>			
<u>Revised Report Explanation (Complete if Revised is selected. If Initial is selected this box remains blank)</u>			
CONTACT PERSON	TELEPHONE	EXTENSION	FAX
JOB TITLE/CLASSIFICATION	E-MAIL	DATE SUBMITTED	





**ATTACHMENT I**

HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and Housing Authority of the County of Riverside

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of (Agreement #DPSS-0001782, or "Underlying Agreement") between the County of Riverside ("County") and Housing Authority of the County of Riverside ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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



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

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



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

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
- (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
      - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

## 3. Prohibited Uses and Disclosures.

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

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

#### **4. Obligations of County.**

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



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



- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

**6. Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

- (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
- (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
- (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

**7. Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;



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



- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.



- (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

**9. Hold Harmless/Indemnification.**

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



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

**11. Termination.**

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

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

**B. Effect of Termination.**

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

**12. General Provisions.**

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



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

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569  
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

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

County Departmental Officer: \_\_\_\_\_

County Departmental Officer Title: \_\_\_\_\_

County Department Address: \_\_\_\_\_

County Department Fax Number: \_\_\_\_\_

**ATTACHMENT II**  
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk



assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
  - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
  - 1. All users must be issued a unique user name for accessing PII.
  - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  - 3. Passwords are not to be shared.
  - 4. Passwords must be at least eight (8) characters.
  - 5. Passwords must be a non-dictionary word.
  - 6. Passwords must not be stored in readable format on the computer or server.
  - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  - 8. Passwords must be changed if revealed or compromised.
  - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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

### III. AUDIT CONTROLS

- A. System Security Review.
  - 1. The Contractor must ensure audit control mechanisms are in place.
  - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
  - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.



- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

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

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

#### V. PAPER DOCUMENT CONTROLS

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

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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



**ATTACHMENT III**

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

Housing Authority of the County of Riverside  
NAME OF ORGANIZATION

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

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