

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



ITEM: 3.20
(ID # 14591)

MEETING DATE:

Tuesday, March 23, 2021

FROM: PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve the First Amended and Restated Agreement, DPSS-0000699-01, with HopSkipDrive, Inc., for transportation services to foster youth, dependent adults, and elderly clients, without seeking competitive bids; [District: All]; [Total Cost \$300,000, and up to \$60,000 in Additional Compensation Provisions] 45% Federal Funding; 16% State Funding; 39.4% Realignment Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amended and Restated Agreement, DPSS-0000699-01, ("Agreement") with HopSkipDrive, Inc., for transportation services to foster youth, dependent adults, and elderly clients and caretakers, without seeking competitive bids, to increase the total contract aggregate amount by \$150,000, from \$150,000 to \$300,000, through the current termination date of June 30, 2023, and authorize the Chair of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and, (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the contract.

ACTION: Policy


Sayori Baldwin, DPSS Director 3/9/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Perez 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: March 23, 2021
xc: DPSS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 100,000	\$ 300,000	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: Federal Funding: 45%, State Funding: 16% and Realignment Funding: 39.4%.			Budget Adjustment: NO	
			For Fiscal Year: 20/21 – 22/23	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

Riverside County Department of Public Social Services (DPSS) is tasked with providing safe, professional, demand-responsive transportation services for Foster Youth, as well as their caregivers, in order to attend school, medical appointments, visitation, and engage in other activities as indicated. DPSS staff are often utilized for this type of transportation service. In order to meet the ever-increasing demand for these services, DPSS entered into Agreement DPSS-0000699 on September 23, 2020, with HSD for transportation of Foster Youth and their caregivers.

Since that time, a need to provide similar transportation services for high-risk Dependent Adults and the Elderly involved in the Adult Protective Services program, as well as their caregivers, has been identified and the existing agreement has been amended to include the Adult target population and funding has been increased. This service will allow our Dependent Adults and the Elderly to have a safe and affordable means of transportation to medical appointments and other approved client services, as well as maintaining a good quality of life.

HSD specializes in the needs of foster youth, dependent adults, and the elderly, as well as their caregivers, and emphasizes safety issues, helps to mitigate the potential liability issues involved in the transportation of the stated target population by ensuring that every CareDriver is qualified to provide transportation services (i.e., fingerprint checks through Trust Line Registry, via Live Scan) and a cross check of fingerprints through the Child Abuse Central Index (CACI). All of HSD's Care Drivers are members of the Trust Line Registry.

Impact on Residents and Businesses

Children in foster care face tremendous barriers to educational success due to frequent disruptions in their home and school placements. AB 490 provides foster children with the right to remain in their school of origin if doing so is in the child's best interest. If the child continues in his or her school of origin the child must be provided transportation. Many times, due to distance or other circumstances, the foster parent is unable to provide this transportation, therefore, the Every Student Succeeds ACT (ESSA) requires that Lead Education Agencies (LEA) and Child Welfare agencies collaborate to provide funded transportation in these situations. This transportation service will assist the County in meeting the transportation needs of our foster youth.

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STATE OF CALIFORNIA**

Also, access to reliable transportation is particularly important for dependent adults and the elderly. Many do not have easy access to reliable public transportation and face an almost doubled risk of depression due to the lack of independence and increased risk of social isolation. HopSkipDrive, Inc., has a network of vetted CareDrivers, who have experience in caregiving and are ready to support the transportation of seniors, on an as-needed basis, that keeps seniors on the move and reduces social isolation and barriers to accessing the resources they need.

Additional Fiscal Information

Funds for this agreement will be budgeted through fiscal year 2023.

YEAR PERIOD	ANNUAL PAYMENT
Fiscal Year 2020 - 2021	\$100,000
Fiscal Year 2021 - 2022	\$100,000
Fiscal Year 2022 - 2023	\$100,000
Total	\$300,000

Contract History and Price Reasonableness

A Sole Source Justification, #19-113, was approved on February 15, 2019, for Agreement DPSS-0000699, for \$50,000. A revised Sole Source Justification has been approved by Purchasing for \$100,000 for the Amended Agreement.

ATTACHMENTS:

Attachment A: **Agreement #DPSS-0000699-01 with HopSkipDrive, Inc. (3 copies)**


Suzanna Mackley, Assistant Director of Purchasing and Fleet Service 3/11/2021



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor HopSkipDrive Inc
Fulfillment Address CCorp - Services: (preferred)
 1320 E 7th St Ste 200
 Los Angeles, CA 90021 US
Vendor Phone +1 310-897-5401
Contract DPSS-0000699 (Hop Skip Drive
 Transportation Services)

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ# 19-113

If selected "yes", was the request approved for a different project?

No

Purchase Details

1. Supply/Service being requested:

Specialized transportation services to school, medical appointments, visitation, and other activities as indicated for foster youth, dependent adults, and the elderly, as well as their caregivers, as identified by Riverside County Children's and Adult Services Divisions.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's

The fact that HSD specializes in the needs of foster youth, dependent adults, and the elderly, as well as their caregivers, and emphasizes safety issues, helps to mitigate the potential liability issues involved in the transportation of the stated target population by ensuring that every CareDriver is qualified to provide transportation services (i.e., fingerprint checks through Trust Line Registry (via Live Scan) and a cross check of fingerprints through the Child Abuse Central Index (CACI). All of HSD's Care Drivers are members of the Trust Line Registry.

a. Experience - HSD specializes in transporting foster youth, dependent adults, and the elderly, as well as their caregivers, and has a proven track record with other welfare agencies in surrounding counties such as Los Angeles, Santa Clara, San Diego, Sonoma, Venture, as well as CASA of Los Angeles, Children's Law Center, and Foster Nation. They also work in Colorado, where they transport foster youth and dependent adults and their caregivers, in the following counties, Denver, Larimer, Douglas Jefferson, Arapahoe and Weld. In addition, HSD is increasingly becoming the preferred transportation solution for not only child welfare but school districts needing to comply with federal mandates like Every Student Succeed Act and the McKinney Vento Act.

b. Safety - HSD has provided hundreds of thousands of rides and implement a high level of protocols and safety procedures, while providing the highest levels of assistance. HSD ensures that all Care Drivers will have background checks, including fingerprint checks through Trust Line Registry (via Live scan) and a crass check of fingerprints through the Child Abuse Central Index (CACI). All of HSD 's Care Drivers are members of the Trust Line Registry and are trained to implement HSD's safety protocol. More importantly, each Care Driver is required to have a minimum of 5 years of experience as a caregiver.

c. Monitoring - Each ride has a dedicated safety spe

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Riverside County Department of Public Social Services is tasked with providing safe, professional, demand-responsive transportation services for Foster Youth, Dependent Adults, and the Elderly, as well as their caregivers, to their school of origin, and potentially for other school related activities, medical appointments, visitation, and other identified needs, throughout Riverside County and the surrounding regions. Partnering with HSD is necessary for the stability of our clients.

Children in foster care face tremendous barriers to educational success due to frequent disruptions in their home and school

authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Ongoing Costs: \$100,000 per year max obligation for three years, \$300,000 Previously approved for \$150,000 for CSD, adding \$150,000 for ASD.

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price

Enter all additional FY costs in the table below . Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	FY 20/21 - \$100,000
FY	FY 21/22 - \$100,00
FY	FY 22/23 - \$100,000
FY	
FY	

Additional FY Cost

Describe all additional costs associated with this procurement in the box below.

Include the dollar amounts for subsequent fiscal years if it differs from above.

No additional costs.

Current Year Cost Total: 0.00

placements. AB 490 provides foster children with the right to remain in their school of origin if doing so is in the child's best interest. If the child continues in his or her school of origin the child must be provided transportation. Many times, due to distance or other circumstances, the foster parent is unable to provide this transportation, therefore, the Every Student Succeeds ACT (ESSA) requires that Lead Education Agencies (LEA) and Child Welfare agencies come together to develop and fund transportation in these situations. This transportation service will assist the County in meeting the transportation needs of our foster youth.

Adult Services mission is to promote safety, well-being and independence for elder and dependent adults through accurate and timely assessments and linkage to services. Access to reliable transportation is particularly important for older adults, as those who have given up their car keys and don't have easy access to reliable public transportation face an almost doubled risk of depression due to the lack of independence and increased risk of social isolation. HSD has a network of vetted CareDrivers who have experience in caregiving are ready to support the transportation of seniors on an as-needed basis that keeps seniors on the move and reduces social isolation and barriers to accessing the resources they need.

4. Period of Performance 7/1/2020

From:

Period of Performance To: 6/30/2023

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

HSD's pricing compares favorably to the costs of the current County provider, Express Transportation Systems (HSD is less expensive than the current provider for trips in excess of 70 miles) and has the very significant advantage of specializing in the needs of foster youth. HSD's specialization is a critically important factor and mitigates safety/liability concerns involved in the transportation of foster children.

Research was conducted online to find other similar transportation providers that specialize in foster youth. We did find (2) other transportation providers that service children in the Riverside County area but, they do not specialize in foster youth like HSD. The following transportation providers were located during our research:

a. Child Transport Services – Transportation specifically for children in Riverside County. Only transport Monday through Saturday, 7am to 7pm. No additional information was found on their website as to specific services and several attempts to reach out for more information was made, however no response back

was received. It does not appear that their screening process is as diligent as other service providers specifically HSD, based on the information found on their website.

b. KTI Shuttle 4 Youth – Transportation provided Monday through Friday, 6am to 6pm. Rates are low, and pricing varies on need. No additional information was found on their website as to specific services and several attempts to reach out for more information was made, however no response back was received. It does not appear that their screening process is as diligent as other service providers specifically HSD, based on the information found on their website.

c. Express Transportation Systems (ETS) – Riverside County's current provider serves youth, but unlike HSD, they do not specialize in foster youth. ETS's certification process includes background checks, clean H6 report from the DMV, and a 10-panel drug test, but they do not i

Projected Board of
Supervisor Date (if
applicable):

3/2/2021

Commodity Code 96258

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

	Approved by	Date Approved	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Suzanna Hinckley	1/29/2021	Pending BOS Approval

Total 0.00

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

and

**HopSkipDrive, Inc.
Transportation Services
DPSS-0000699-01**



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List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance

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

Attachment III – PII Privacy and Security Standards

This First Amended and Restated Agreement, DPSS-0000699-01, (hereinafter referred to as the "Agreement"), is made and entered into this _____ day of _____, 2021, by and between HopSkipDrive, Inc., a Delaware corporation, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY").

WHEREAS, the parties previously entered into that certain agreement DPSS-0000699 ("Original Agreement") for CONTRACTOR to provide safe and professional transportation services for foster youth to their school of origin, medical appointments, visitations, shopping, and other DPSS approved activities on behalf of the DPSS Children's Services Division; and

WHEREAS, the parties now desire to amend and restate the Original Agreement to modify the Scope of Services to include DPSS clients served through its Adult Services Division, the corresponding Payment Provisions, and make other changes pursuant to the terms and conditions provided for herein; and

WHEREAS, upon the effective date of this Agreement, the Original Agreement shall be superseded and replaced in its entirety by this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "CONTRACTOR" refers to HopSkipDrive, Inc. including its employees, agents, representatives, subcontractors, and suppliers.
- C. "CSD" refers to the Children's Services Division within DPSS.
- D. "ASD" refers to the Adults Services Division within DPSS.
- E. "COUNTY" or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
- F. "Emergency Demand Response Rides" refers to rides scheduled within four (4) hours or less of the pick-up time.
- G. "Pre-Scheduled Individual Rides" refers to rides scheduled at least twenty-four (24) hours ahead of the pick-up time.
- H. "Pre-Scheduled Pooled Rides" refers to rides with more than one (1) rider and one (1) or more stops.
- I. "Scheduling Window(s)" refers to the period of time commencing five (5) weeks ahead of a requested ride and ending twenty-four (24) hours ahead of a requested ride.

2. DESCRIPTION OF SERVICES

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

3. **PERIOD OF PERFORMANCE**

This Agreement shall be effective upon signature ("Effective Date") and continues through June 30, 2023, 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. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand dollars (\$100,000.00) annually including all expenses. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR but not used for purposes of this Agreement shall revert to 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. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. 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. Either party may terminate this Agreement without cause upon thirty (30) calendar days written notice served upon 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. CONTRACTOR's rights under this Agreement shall terminate 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.
- E. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with the terms and conditions of this Agreement.

- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.
7. **REQUEST FOR WAIVER AND WAIVER OF BREACH**
Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
8. **TRANSITION PERIOD**
CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.
9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**
CONTRACTOR agrees that all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY to the extent that the services performed pursuant to this Agreement constitute the development of intellectual property on behalf of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. **LICENSE**
Subject to all limitations and restrictions contained herein, CONTRACTOR grants COUNTY a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to COUNTY on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will COUNTY disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, COUNTY irrevocably acknowledges that, subject to the licenses granted herein, COUNTY has no ownership interest in the Software or related materials provided to COUNTY. CONTRACTOR will own all right, title, and interest in such Software and related materials, subject to any limitations associated with intellectual property rights of third parties. CONTRACTOR reserves all rights not specifically granted herein.
11. **CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST**
A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with COUNTY's interests.
B. CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor

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

12. 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. To the extent permitted or as required by law, 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 with respect to the services performed pursuant to this Agreement. 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 inspectors to assess and evaluate CONTRACTOR's performance pursuant to this Agreement at any time, upon reasonable notice to the CONTRACTOR.

13. CONFIDENTIALITY

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

- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
 - D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.
14. **PERSONALLY IDENTIFIABLE INFORMATION**
- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
 - B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, 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 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 III. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment III into each subcontract or sub-award to subcontractors.

15. **HOLD HARMLESS/INDEMNIFICATION**

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

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

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

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

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

16. 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 retentions 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.
17. **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.
18. **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 \$5,000,000 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.
19. **COMMERCIAL GENERAL LIABILITY**
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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 \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy should include coverage for sexual abuse or molestation with non-eroding policy limits.

20. PROFESSIONAL LIABILITY

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's 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 and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 as long as the law allows.

21. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of this Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of this Agreement 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 is not limited to, claims involving 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.

22. GENERAL

A. Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

B. CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

C. CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any

deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

24. **USE BY POLITICAL ENTITIES**

At the request of another political entity, special district, and related non-profit entity located in Riverside County, CONTRACTOR agrees to extend materially similar pricing, terms, and conditions as stated in this Agreement, except that the pricing and terms may reflect reasonable adjustments in light of inflation, local operating costs, and product developments. It is understood that other such 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.

25. **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.

26. **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.

27. **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.

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, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses, and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
 - D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
 - E. 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.
28. PERSONNEL
- A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - 1) All staff who work full or part-time positions by title, including volunteer positions;
 - 2) A brief description of the functions of each position and hours each position worked;
 - 3) The professional degree, if applicable and experience required for each position.
 - B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.
 - C. Background Checks
CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ) or TrustLine. A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.
29. 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.

30. **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.

31. **SUBCONTRACTS**

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - 1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - 2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
 - 4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

- D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.
32. **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.
33. **ASSIGNMENT**
CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein without written consent of COUNTY shall be deemed void and of no force or effect.
34. **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.
35. **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, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
36. **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.
37. **ADMINISTRATIVE/CONTRACT LIAISON**
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. CONTRACTOR will sign and date Attachment I 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 cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

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:

HopSkipDrive, Inc.
1320 E. 7th St., Ste. 200
Los Angeles, CA 90021

40. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

41. ELECTRONIC SIGNATURES



Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

42. MODIFICATION OF TERMS

Unless otherwise expressly provided for herein, this Agreement may be changed or modified only by a written amendment signed by the authorized representatives of both parties.

43. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for CONTRACTOR: 	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Joanna McFarland	Printed Name of Person Signing: Karen Spiegel
Title: Chief Executive Officer and Chief Financial Officer	Title: Board of Supervisors, Chair
Date Signed: Feb 26, 2021	Date Signed: MAR 23 2021

Approved as to Form
Gregory P. Priamos
County Counsel

ATTEST:

KECIA B. HARPER, Clerk

By 

DEPUTY

By: 
Esen Sainz / Ursula Sanchez
Deputy County Counsel

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	\$100,000.00
July 1, 2021 through June 30, 2022	\$100,000.00
July 1, 2022 through June 30, 2023	\$100,000.00
Total	\$300,000.00

A.2 UNIT OF SERVICE

DESCRIPTION	COST
Route Initiation Fee <i>*Base fee incurred for each trip initiated</i>	\$20.00
Mileage Fee	\$ 2.50 per mile
Cancellations/No show	Eight (8) Hours or More Prior to Pick-Up: \$0 Between One (1) Hour and less than Eight (8) Hours Prior to Pick-Up: Fifty (50) Percent of the Total Ride Fee (Route Initiation Fee and Mileage Fee) Less Than One (1) hour Prior to Pick-Up: One Hundred (100) Percent of the Total Ride Fee
Fee for Additional Riders with the Same Point of Origin and Destination	\$0
Fee for Additional Riders with Differing Points of Origin and/or Destinations	\$0.50 per mile

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

A. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the following required supporting documentation is not provided or other requirements are not met.

B. A Copy of the trip report or equivalent for all rides that include the following:

1. First and last name of client
2. First and last name of staff member performing the service
3. Scheduled pick-up and drop-off time
4. Scheduled pick-up and drop-off location
5. GPS time stamps which include actual pick-up and drop-off times

C. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period

shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

D. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A and 2076B, samples of which are attached hereto as Attachment II and incorporated herein by this reference.

E. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 CONSUMER PRICE INDEX

No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to COUNTY. COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of this Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange Counties CA areas and be subject to satisfactory performance review by COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

A.5 FINANCIAL RESOURCES

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

A.6 DISALLOWANCE

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

B.1 SCOPE OF SERVICES

A. OBJECTIVES

To provide safe and professional transportation for foster youth, dependent adults, and the elderly, as well as their caregivers, to their school of origin, medical appointments, visitations, shopping, and other DPSS approved activities and client services.

B. GENERAL RESPONSIBILITIES

1. TRAINING

CONTRACTOR shall provide in-person or web-based system training on how to set up transportation reservations via website or mobile app to DPSS Social Service Practitioner or Social Service Supervisors, upon request.

2. GEOGRAPHIC SERVICE AREA

CONTRACTOR shall provide transportation services to foster youth, dependent adults, and the elderly, as well as their caregivers throughout Riverside County, up to and including the Riverside County/Arizona/California (Blythe) state line. Contractor may provide transportation outside of Riverside County with DPSS approval.

3. CONTRACTOR shall provide dispatch and ride management services through the CONTRACTOR run software application, website, and customer service support line.

4. CONTRACTOR shall maintain the ability to provide Emergency Demand Response Rides, Pre-Scheduled Individual Rides and Pre-Scheduled Pooled Rides as necessary. On a limited basis, rides may be created for emergency situations, with a one (1) to two (2) hour pickup window. Emergency Demand Rides must be scheduled by calling into the CONTRACTOR safe ride support team.

5. CONTRACTOR shall utilize a cloud based dispatching system with Global Positioning System (GPS) satellite validation.

6. CONTRACTOR shall guarantee that drivers maintain the ability to utilize smart phones or other hand-held devices to:

- a) clock in
- b) receive trips
- c) call passenger liaisons
- d) communicate with dispatcher(s)
- e) time stamp arrival, departure, completion or termination trip times

7. CONTRACTOR shall use its software application to provide all passengers and/or liaisons with the following information:

- a) Driver name and photo
- b) Vehicle license plate number
- c) Photo of make and model of vehicle
- d) Driver's phone number
- e) Current vehicle location
- f) Arrival time

C. ACCESS TO SERVICE

1. CONTRACTOR shall provide transportation services to foster youth, dependent adults, and the elderly, as well as their caregivers upon notification from DPSS CSD or ASD.
2. CONTRACTOR shall provide transportation services to foster youth, dependent adults, and the elderly, as well as their caregivers 24 hours a day, 7 days a week, excluding the following eleven (11) holidays: Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year Eve, and New Year Day.
3. CONTRACTOR shall transport unaccompanied foster youth between the ages of six (6) and seventeen (17), and dependent adults and the elderly (age 18 and older) with prior written approval from DPSS CSD and ASD in accordance with service requests and Scheduling Windows.
4. CONTRACTOR shall provide curb-to-curb service from point of origin to destination. CONTRACTOR's drivers shall be required to escort foster youth, dependent adults, and the elderly, as well as their caregivers from the vehicle and assist with safe passage between the vehicle and sidewalk and/or other waiting area no more than fifteen (15) feet from the vehicle.
5. In the event of a vehicle failure while in service, CONTRACTOR shall immediately deploy a replacement vehicle to ensure continuity of service.

D. TRANSPORT & SAFETY

CONTRACTOR shall ensure:

1. Drivers take the most time-efficient route while transporting eligible foster youth, dependent adults, and the elderly, as well as their caregivers, and shall not take detours or unscheduled stops, except in the case of an emergency.
2. The COUNTY is notified by telephone immediately and provided written notification within twenty-four (24) hours of any of the following incidents:
 - a) Collisions between a vehicle in use by CONTRACTOR and another vehicle, person, or object;
 - b) Vehicle failure while in service, unexpected stops, and/or emergencies;
 - c) Passenger accidents, including falls to passengers who are entering, occupying, or exiting the vehicle;
 - d) Passenger complaints of injury or other circumstances likely to result in the filing of claims against the CONTRACTOR or COUNTY;
 - e) Any passenger, driver, or service complaint that arises from an accident or health threatening incident;
 - f) Inappropriate behavior on-board the vehicle;
 - g) Disturbances, assaults, fainting, sickness, deaths, or similar; and
 - h) Vandalism to the vehicle while transporting a passenger.
3. Proper follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed. Copies of reports prepared for any of the above must be sent to DPSS liaison. If loss of service occurs or a major incident occurs that will likely receive media coverage, CONTRACTOR shall notify COUNTY immediately.
4. Drivers do not accept any payment from passengers. CONTRACTOR shall, through policy and enforcement, ensure that drivers do not request or receive gratuities.

E. CODE OF CONDUCT

CONTRACTOR shall ensure that:

1. In the event of any natural disaster, CONTRACTOR services are suspended until it is safe to resume transport.
2. Drivers do not possess or carry weapons in vehicles.
3. Drivers do not smoke, whether in motion or at rest, while transporting foster youth, dependent adults, and the elderly, as well as their caregiver .
4. Drivers conduct themselves in a professional and courteous manner towards foster youth, dependent adults, and the elderly, as well as their caregiver.
5. Inappropriate behavior between passengers/foster youth/dependent adult/the elderly/caregiver or between passenger/foster youth/dependent adult/the elderly/caregiver and driver, is prohibited. Allegations of sexual misconduct, lewd behavior, or sexual harassment made by any client must be reported to COUNTY staff immediately. Should the CONTRACTOR receive notification from someone other than COUNTY that a driver or an employee of CONTRACTOR is allegedly involved in a criminal activity including, but not limited to, sexual misconduct, lewd behavior, or sexual harassment, the CONTRACTOR shall notify COUNTY immediately as well as local police.
6. All vehicles used by CONTRACTOR for transporting foster youth, dependent adults, and the elderly, as well as their caregiver are to be kept clean.

F. PERSONNEL

1. CONTRACTOR shall ensure all drivers providing services under this Agreement meet the following criteria during the term of this Agreement:
 - a) Have five (5) years of caregiving experience in a school or daycare setting, as a registered nanny or as a primary caregiver for a family member;
 - b) Possess a valid California Driver's License;
 - c) Have no disqualifying criminal record;
 - d) Passed a background check, which includes but is not limited to the following:
 - i. Live Scan
 - ii. DMV record
 - iii. Federal, State and Local records
 - iv. Sex offender registry
 - v. Global watch list
 - e) Is a member of the TrustLine Registry;
 - f) Has had fingerprints cross referenced through the Child Abuse Central Index (CACI);
 - g) Has no more than one (1) point on their California DMV driving record;
 - h) Maintains California auto coverage that meets state liability limits; and
 - i) Submits to reasonable suspicion and post-accident drug and alcohol tests, as necessary.
2. CONTRACTOR shall ensure all drivers' vehicles meet the following requirements:
 - a) Not more than ten (10) years old with a carrying capacity of four (4) to seven (7) passengers;
 - b) Passes a nineteen (19) point inspection by an ASE certified mechanic and visual inspection by CONTRACTOR;
 - c) Meets all applicable standards of the California Vehicle Code.

3. CONTRACTOR shall conduct personnel training sessions that include the following topics:
 - a) Core principles of Trauma Informed Care
 - b) Sensitivity to individuals with special needs
 - c) Emergency and crisis planning and management
 - d) Ride safety, protocols and procedures

G. DOCUMENTATION & REPORTING

1. Revisions to forms and report formats by COUNTY shall not require a written amendment.
2. CONTRACTOR shall submit electronic monthly summary reports to PDRreports@rivco.org for foster youth services, and to [DPSS ASD Contract Support@rivco.org](mailto:DPSS_ASD_Contract_Support@rivco.org) for dependent adults/the elderly, as well as their caregivers by the 20th of each month following a month in which services were provided. The following information must be provided:
 - a) Client name and age
 - b) Day, date, and time of rides
 - c) Ride distance
 - d) Purpose of ride
 - e) Requesting DPSS CSD/ASD Social Service Practitioner name
 - f) Requesting DPSS CSD/ASD Social Service Practitioner region
 - g) Number of rides requested
 - h) Total number of rides provided
 - i) Customer service metrics, including requests made, requests filled, scheduled rides that are missed, etc.

ATTACHMENT I
Assurance of Compliance

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

HopSkipDrive, Inc.
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (l), 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.

Feb 26, 2021

Date



Director's Signature

1320 E. 7th St., Ste. 200
Los Angeles, CA 90021

(08/13/01)

CR50-Vendor Assurance of Compliance

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: _____
Remit to Name

Address

City, State and Zip Code

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

☐ Unit of Service Payment \$ _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____

Any questions regarding this request should be directed to and authorized by:

Name Phone Number

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

If amount authorized is different from the amount requested, please explain:

MRU Authorization _____ Date _____

Amount Authorized _____

Invoice Number _____

PO Number _____

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" "City, State, and Zip Code"

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

"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.

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

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 username 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 crosscut shredding or pulverizing.
- F. **Removal of Data.** The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. **Faxing.**
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.

2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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