

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



ITEM: 3.39
(ID # 15148)

MEETING DATE:
Tuesday, May 25, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Approve the Riverside County Asylum Seeker Response funding; Approve the Subcontract Template for use between HHPWS and Galilee Center, Inc.; Districts: All; [Total Cost: \$750,000, 100% County] (4/5 Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the allocation of \$750,000 to the Housing, Homelessness Prevention and Workforce Solutions (HHPWS) Department to implement the Riverside County Asylum Seeker Response Program within the County of Riverside during the period March 1, 2021 through September 30, 2021, with the option by HHPWS to extend the term an additional six months, and Authorize the Director of HHPWS or designee to administer the program and funds;
2. Ratify and approve Agreement #HHPWS-EOC-0000001 with Galilee Center, Inc., substantially conforming to the attached agreement (Attachment B), and subject to County Counsel approval as form, to administer the Riverside County Asylum Seeker Response for a total aggregate amount of \$300,000 for the period of March 1, 2021 through September 30, 2021, with the option by HHPWS to extend the term an additional six months;

Continued on Page 2

ACTION: Policy, 4/5 Vote Required


Heidi Marshall, Director 4/28/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 25, 2021
xc: HHPWS, Auditor

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the attached Template Agreement for the 2021 Riverside County Asylum Seeker Response Program (Program), substantially to form, for use with other qualified service providers to implement the Program (Migrant Families Service Providers), subject to approval as to form by County Counsel, and based upon the availability of fiscal funding within the amounts allocated and approved by the Board of Supervisors;
4. Authorize the HHPWS Director, or designee, to (a) execute the agreements with Galilee Center, Inc. and the selected Migrant Families Service Providers, substantially conforming in form and substance to the attached Subcontract Template, effective March 1, 2021 and terminating no later than June 30, 2022, up to a total aggregate amount not to exceed \$750,000; (b) take all necessary steps to implement these agreements, including but not limited to, signing subsequent necessary and relevant documents, and (c) approve any subsequent amendments to these contracts provided the respective agreement amounts are not increased, subject to approval as to form by County Counsel; and
5. Approve and direct the Auditor-Controller to make the budget adjustments shown in Attachment A.

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| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$625,000 | \$125,000 | \$750,000 | \$ 0 |
| NET COUNTY COST | \$625,000 | \$125,000 | \$750,000 | \$ 0 |
| SOURCE OF FUNDS: 100% County Funds | | | Budget Adjustment: | Yes |
| | | | For Fiscal Year: 20/21 – 21/22 | |

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On March 3, 2021 Riverside County initiated the Riverside County Asylum Seeker Response to support the U.S. Customs and Border Protection (CBP) response to asylum seekers entering Riverside County. The response is needed to ensure asylum seekers released by CBP and legally seeking asylum in the United States receive short-term transitional services and participate in COVID-19 screening and testing, isolation and quarantine housing and case management. These services are essential to ensure individuals who require isolation and quarantine can safely shelter in place. The response is also needed to further reduce the spread and occurrences of new infections in Riverside County.

The County of Riverside Emergency Management Department (EMD) serves as the lead coordinating agency and works with federal, state, and local stakeholders to facilitate a humanitarian response that supports the immediate needs of the community. Collectively, and through the leadership of EMD, County departments such as the Riverside University Health System (RUHS) – Public Health, RUHS – Behavioral Health, Department of Public Social Services (DPSS), Riverside County Probation Department, and the County’s Housing, Homelessness Prevention and Workforce Solutions (HHPWS) Department partner to facilitate the various social services needed which include health screenings, behavioral health services, transportation, mass care, and other immediate and short-term client supports.

Through this relationship, the RUHS – Public Health Department is responsible for coordinating the public health safety protocols and works with HHPWS Department, the entity responsible for mass care & shelter coordination, to coordinate and monitor sheltering, meal operations, and travel assistance for migrant families. The proposed use of funds will allow for HHPWS to cover lodging costs at hotels and motels used for isolation and quarantine, nutritional services (meals), onsite staffing supports, supplies and wraparound services for asylum seekers impacted by COVID-19.

HHPWS will retain a total of \$450,000 of the proposed funds to cover costs towards lodging, meals, supplies, and onsite staffing at motels. The remaining funds in the amount of \$300,000

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are being recommended by staff for Galilee Center, Inc., a local nongovernmental organization, who has long served migrant families and has had a dedicated program to support asylum seekers since 2019. Galilee Center staff will use these funds to cover wraparound services such as travel coordination assistance for asylum seekers who have completed isolation and quarantine. The average length of stay for individuals who participate in the County's isolation and quarantine program is 11 to 12 days; a vast majority of families exiting the program are connecting with sponsors in other states. It is important to note that asylum seeker families who are not impacted by COVID-19 (e.g. do not test positive or have been exposed to someone who has tested positive), are directly placed into Galilee's congregate shelter program when they are released by CBP; these families receive more short-term transition services which allows them to reconnect with sponsors and reach their final destinations within 1 – 3 days.

Since the start of the operation on March 3, 2021 over 2,300 individuals (mainly families with children) have been released into Riverside County by CBP. Of these, 52% are individuals who have not tested positive for or have been exposed to COVID-19 and have been immediately connected to Galilee Center. The remaining 48%, have been placed into isolation or quarantine.

It is estimated that over the course of the next six months, Riverside County will serve 6,900 individuals. At this rate, the total cost in services provided to each individual which includes lodging, supplies, and onsite staffing and other supportive services from this allocation (or \$750,000) is \$108.70 per person. In order to minimize staff and budgetary impacts, HHPWS will be seeking 100% of reimbursement for costs through the National Board for the Emergency Food and Shelter Program (EFSP) – American Rescue Act (ARPA) of 2021 funding. The EFSP ARPA funding has made \$110 million to eligible organizations that provide shelter, food, transportation, basic health and first aid, COVID-19 testing and the associated medical care needed during quarantine and isolation and other supportive services provided to migrants released from the custody of the Department of Homeland Security (DHS).

Contracts with Local Service Provider

The proposed Agreement with Galilee Center, Inc. supports the delivery of case management, travel assistance and other supportive services for asylum seeker families who are being assisted through the Riverside County Asylum Seeker Response. Galilee will be using the funds to cover costs for staffing who provide onsite supportive services and coordinate travel assistance with sponsors for families who are nearing their isolation and quarantine period. Upon completion and clearance from Public Health, families are exited from the program and regain access to travel to their final destinations.

Staff recommends that the Board of Supervisors approve the use of \$450,000 by HHPWS to administer the mass care coordination of the operations and to approve and award the local service provider contract with Galilee Center, Inc., in the amount of \$300,000, amounts listed herein.

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Impact on Residents and Businesses

Asylum seekers who have tested positive for or have been exposed to COVID-19 will receive isolation and quarantine housing and support services before completing travel to their final destinations and reuniting with sponsors and/or families. These services are needed to ensure asylum seekers impacted by COVID-19 can shelter in place and further reduce the spread and occurrences of new infections in Riverside County.

Additional Fiscal Information

HHPWS will utilize the Riverside County Asylum Seeker Response funds as follows:

| Activities | RUHS – Public Health and HHPWS | Galilee Center | Total |
|------------------------------------|---------------------------------------|-----------------------|------------------|
| Motels | \$378,000 | \$0 | \$378,000 |
| Meals | \$30,000 | \$0 | \$30,000 |
| Supplies | \$12,000 | \$0 | \$12,000 |
| Staffing at Motels | \$30,000 | \$0 | \$30,000 |
| Sheltering and Wraparound Services | \$0 | \$300,000 | \$300,000 |
| Total | \$450,000 | \$300,000 | \$750,000 |

ATTACHMENTS:

- **ATTACHMENT A:** Schedule A
- **ATTACHMENT B:** Service Provider Agreement For The Riverside County Asylum Seeker Response With Galilee Center, Inc.
- **ATTACHMENT C:** Template Agreement For The 2021 Riverside County Asylum Seeker Response Program

HM:CH:TT:cg


Heydee Koury, Sr Accountant - Auditor

5/19/2021


Steven Atkeson

5/20/2021


Gregory F. Priamos, Director County Counsel

5/17/2021

ATTACHMENT A
Housing, Homelessness Prevention and Workforce Solutions
Budget Adjustment
Fiscal Year 2020/2021

Increase in Appropriations:

| | | |
|--------------------------------|-------------------------------------|------------------|
| 21300-5500300000-536200 | Contrib To Non-County Agency | \$625,000 |
|--------------------------------|-------------------------------------|------------------|

Increase in Estimated Revenues:

| | | |
|--------------------------------|--------------------------------------|------------------|
| 21300-5500300000-790600 | Contrib Fr Other County Funds | \$625,000 |
|--------------------------------|--------------------------------------|------------------|

County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

and

Galilee Center Inc.

2021 Riverside County Asylum Seeker Response

HPWS-EOC-000001

County of Riverside
HPWS
Housing, Homelessness Prevention and Workforce Solutions



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

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

MAY 25 2021 3.39

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This Agreement for the 2021 (herein referred to as "Agreement") is made and entered into this ____ day of _____, 2021, by and between Galilee Center, Inc. (herein referred to as "SERVICE PROVIDER"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY").

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Bed Night" is one bed per Customer per night.
- B. "CBP" United States Customs and Border Protection.
- C. "Case Management Services" refers to all of the following various categories of services:
- Short-term or transition housing
 - Behavioral Health
 - Medical services
 - Children
 - Intake & assessment
 - Travel coordination
 - Dietary and meal services
- D. "COUNTY" or "HHPWS" refers to the County of Riverside and its Department of Housing, Homelessness Prevention and Workforce Solutions, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- E. "HMIS" refers to the Riverside County Homeless Management Information System.
- F. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- G. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- H. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SERVICE PROVIDER with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- I. "SERVICE PROVIDER" refers to Galilee Center, Inc. including its employees, agents, representatives, subcontractors and suppliers.

2. DESCRIPTION OF SERVICES

SERVICE PROVIDER 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 – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III

3. PERIOD OF PERFORMANCE

This Agreement shall be effective 03/03/21 (“Effective Date”) and shall continue through 06/30/22, unless terminated earlier. SERVICE PROVIDER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HHPWS.

4. COMPENSATION

COUNTY shall pay SERVICE PROVIDER for services performed, products provided, or expenses incurred in accordance with Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SERVICE PROVIDER’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 SERVICE PROVIDER, 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 is contingent upon and limited by the availability of funding from which payment can be made. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SERVICE PROVIDER in writing and this Agreement shall be deemed terminated and be of no further force or effect. In the event such funds are reduced, COUNTY shall immediately notify SERVICE PROVIDER in writing and it is mutually agreed that COUNTY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SERVICE PROVIDER that were properly earned prior to the unavailability or reduction of funding.

6. TERMINATION

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

B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for SERVICE PROVIDER’s default, if SERVICE PROVIDER 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, SERVICE PROVIDER shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

- D. After termination, COUNTY shall make payment only for SERVICE PROVIDER's performance up to the date of termination in accordance with this Agreement.
- E. SERVICE PROVIDER's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonest or willful and material breach of this Agreement by SERVICE PROVIDER; or in the event of SERVICE PROVIDER's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event SERVICE PROVIDER shall not be entitled to any further compensation under this Agreement.
- F. SERVICE PROVIDER may, upon ninety (90) calendar days written notice, terminate this Agreement for cause if HHPWS 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. SERVICE PROVIDER shall state in its written notice the extent and effective date of termination.
- G. 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. DEFAULT

- A. A default shall consist of any use of funds for a purpose other than as authorized by this Agreement or failure of SERVICE PROVIDER to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of this Agreement. In the event of an occurrence of default, COUNTY may take one or more of the following actions:
 - 1. Issue a letter of warning advising SERVICE PROVIDER of the default that establishes a date by which corrective actions must be completed and puts SERVICE PROVIDER on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - 2. Direct SERVICE PROVIDER to submit progress schedules for completing the approved activities;
 - 3. Direct SERVICE PROVIDER to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - 4. Direct SERVICE PROVIDER to reimburse the program accounts for costs inappropriately charged to the program. and/or
- B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SERVICE PROVIDER default.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**
SERVICE PROVIDER agrees that all materials, reports, or products, in any form including electronic, created by SERVICE PROVIDER for which SERVICE PROVIDER has been compensated pursuant to this Agreement shall be the sole property 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. SERVICE PROVIDER agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. **CONDUCT OF SERVICE PROVIDER/ CONFLICT OF INTEREST**
- A. SERVICE PROVIDER 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 SERVICE PROVIDER's performance under this Agreement. SERVICE PROVIDER further covenants that no person or subcontractor having any such interest shall be employed or retained by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER agrees to inform the COUNTY of all SERVICE PROVIDER's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. SERVICE PROVIDER 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 SERVICE PROVIDER is doing business or proposing to do business, in fulfilling this Agreement.
11. **RECORDS, INSPECTIONS, AND AUDITS**
- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and SERVICE PROVIDER self-monitoring. SERVICE PROVIDER 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. SERVICE PROVIDER shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. SERVICE PROVIDER shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If SERVICE PROVIDER disagrees with an audit, SERVICE PROVIDER may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. SERVICE PROVIDER shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. SERVICE PROVIDER shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to

assess and evaluate SERVICE PROVIDER's performance at any time, upon reasonable notice to the SERVICE PROVIDER.

12. CONFIDENTIALITY

- A. SERVICE PROVIDER shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. SERVICE PROVIDER 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. SERVICE PROVIDER shall keep all confidential information received from COUNTY in the strictest confidence. SERVICE PROVIDER shall comply with Welfare and Institutions Code Section (WIC) 10850.
- B. SERVICE PROVIDER shall take special precautions, including, but not limited to, sufficient training of SERVICE PROVIDER's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. SERVICE PROVIDER shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SERVICE PROVIDER shall not use such information for any purpose other than carrying out SERVICE PROVIDER's obligations under this Agreement.
- D. SERVICE PROVIDER shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SERVICE PROVIDER shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

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

Attachment I into each subcontract or sub-award to subcontractors.

14. **HOLD HARMLESS/INDEMNIFICATION**
 SERVICE PROVIDER agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of SERVICE PROVIDER (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. SERVICE PROVIDER shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. SERVICE PROVIDER shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise SERVICE PROVIDER's indemnification obligation. SERVICE PROVIDER's obligation hereunder shall be satisfied when SERVICE PROVIDER has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe SERVICE PROVIDER's obligations to indemnify and hold COUNTY harmless.
15. **INSURANCE**
- A. Without limiting or diminishing SERVICE PROVIDER's obligation to indemnify or hold COUNTY harmless, SERVICE PROVIDER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. 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. SERVICE PROVIDER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SERVICE PROVIDER'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. SERVICE PROVIDER shall cause SERVICE PROVIDER'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. SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER has become inadequate.
 - G. SERVICE PROVIDER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
 - I. SERVICE PROVIDER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
16. **WORKER'S COMPENSATION**
If SERVICE PROVIDER has employees as defined by the State of California, SERVICE PROVIDER shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
17. **VEHICLE LIABILITY**
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SERVICE PROVIDER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as

Additional Insured.

18. **COMMERCIAL GENERAL LIABILITY**

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

19. **PROFESSIONAL LIABILITY**

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

20. **INDEPENDENT CONTRACTOR**

It is agreed that SERVICE PROVIDER is an independent contractor and that no relationship of employer-employee exists between the parties. SERVICE PROVIDER 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 SERVICE PROVIDER employees from the compensation payable to SERVICE PROVIDER under this Agreement. SERVICE PROVIDER 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. SERVICE PROVIDER agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

21. **USE BY POLITICAL ENTITIES**

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

SERVICE PROVIDER for other entities' purchases.

22. LICENSES AND PERMITS

If applicable, SERVICE PROVIDER 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. SERVICE PROVIDER warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

23. NO DEBARMENT OR SUSPENSION

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

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SERVICE PROVIDER shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with SERVICE PROVIDER directly. In the event there is a conflict between the various laws or regulations that may apply, SERVICE PROVIDER shall comply with the more restrictive law or regulation.

25. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, SERVICE PROVIDER agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require SERVICE PROVIDER not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

26. LEAD BASED PAINT

If applicable, SERVICE PROVIDER shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

27. EMPLOYMENT PRACTICES

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

B. SERVICE PROVIDER shall not discriminate in its recruiting, hiring, promoting, demoting, or

terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

- C. In the provision of benefits, SERVICE PROVIDER 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, SERVICE PROVIDER 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. SERVICE PROVIDER 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 requirements for child support enforcement shall constitute a material breach of this Agreement.

28. PERSONNEL

- A. Upon request by COUNTY, SERVICE PROVIDER 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 Participants. 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; and
 - 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 SERVICE PROVIDER'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 Participants. COUNTY shall notify SERVICE PROVIDER in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SERVICE PROVIDER shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
SERVICE PROVIDER shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SERVICE PROVIDER shall have received a criminal record from the State of California Department of Justice (DOJ). A signed certification of such criminal record and,

as appropriate, a signed justification and clearance from Contractor or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal record 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SERVICE PROVIDER shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and 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 a copy of the adverse action in the notice. 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
 - C. SERVICE PROVIDER 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 SERVICE PROVIDER and COUNTY.
32. **SUPLANTATION**
 SERVICE PROVIDER 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. SERVICE PROVIDER shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SERVICE PROVIDER 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**
 SERVICE PROVIDER shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.
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.
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. SERVICE PROVIDER 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

SERVICE PROVIDER shall complete the "Assurance of Compliance with Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. SERVICE PROVIDER will sign and date Attachment II and return it to COUNTY along with the executed Agreement. SERVICE PROVIDER 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.

C. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Housing Homelessness
Prevention and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

D. Services, Benefits and Facilities

SERVICE PROVIDER 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.

E. Cultural Competency

SERVICE PROVIDER shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants 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 Participants in both languages.

39. NOTICES

All agreement issues, invoices, financial documents, 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:

Department of Housing, Homelessness
Prevention and Workforce Solutions
3403 Tenth Street, Suite 300 Riverside,
CA 92501

Galilee Center Inc.
66101 Hammond Rd.
Mecca, CA 92254

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

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. 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 signatures of the parties included in this Agreement 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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

This Agreement may be modified only by a written amendment signed by 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 Galilee Center, Inc.: | Authorized Signature for COUNTY: |
| Printed Name of Person Signing: Gloria Gomez | Printed Name of Person Signing: Heidi Marshall |
| Title: President, Founder | Title: Director |
| Date Signed: | Date Signed: |

Schedule A
Payment
Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SERVICE PROVIDER shall be reimbursed for an amount not to exceed \$300,000. Said funds shall be spent in accordance with the line item budget below:

| BUDGET CATEGORY | Total |
|------------------------------------|------------------|
| Sheltering and Wraparound Services | \$ 300,000 |
| TOTAL | \$300,000 |

- b. SERVICE PROVIDER will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each 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 request, SERVICE PROVIDER shall submit completed HHPWS Forms 2076A, 2076B (Attachment III)
- e. All Program funds shall be expended by 06/30/22.
- f. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SERVICE PROVIDER.

A.2 FINANCIAL RESOURCES

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

A.3 DISALLOWANCE

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

Schedule B
Scope of Services

B.1 COUNTY ROLES

- A. COUNTY will assign COUNTY staff to be responsible for the following roles and responsibilities:
1. Project Manager responsible for:
 - a. Overall planning in coordination with SERVICE PROVIDER project manager;
 - b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.
 2. Subject matter experts responsible for providing Riverside County business expertise as requested.
- B. COUNTY may monitor the performance of the SERVICE PROVIDER in meeting the terms, conditions and services in the Agreement. COUNTY, at its sole discretion, may monitor the performance of the SERVICE PROVIDER through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and SERVICE PROVIDER self-monitoring.

B.2 SERVICE PROVIDER Roles:

- A. Assign staff to be liaison between SERVICE PROVIDER and HHPWS.
- B. Directly support 70-100 asylum seeker families arriving daily in Riverside County and through the following U.S. Border Patrol locations:
1. 45620 Commerce St., Indio CA 92201
 2. 16780 W. Hobsonway, Blythe CA 92225
 3. 25656 Madison Ave #2599, Murrieta CA, 92562
- C. SERVICE PROVIDER shall be provide wraparound services to asylum seeker families discharged by the U.S. Customs and Border Patrol Protection and received by Riverside County. Wraparound supports provided by Galilee will consist of the following:
1. Short-term and/or transition housing;
 2. Travel coordination assistance for asylum seekers;
 3. Coordination with County departments to ensure requirements for families in isolation and quarantine are met;
 4. Provide case management services to asylum seekers and ensure linkages to care which include but are not limited to: medical services, behavioral health, legal immigration, and other social service needs (e.g. hygiene supplies, clothing, and other essentials);
 5. Coordinate dietary/meal services to all participants in housing;
 6. Translation services to aid care service coordination;
 7. Facilitate wraparound services at various sites which include hotels/motels throughout

the Coachella Valley; and Participate in County-facilitated coordination calls with federal, state, county, and other nongovernmental organizations responding to the effort.

- D. Provide Supportive Services at multiple site locations throughout Riverside County which include but is not limited to hotels and motels located in the Coachella Valley, in addition the main HUB site located below. Additional hotel/motel and access sites are subject to be added:

| | |
|--|--|
| <p>Super 8 Indio 81753 CA-111 Indio, CA 92201</p> | <p>Quality Inn & Suites 84096 Indio Springs Pkwy Indio, CA 92201</p> |
| <p>Roadway Inn – Coachella 82275 Indio Blvd. Indio, CA 92201</p> | <p>HUB Center 82025 Highway 111 Indio, CA 92201</p> |

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

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

administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

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

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

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

cross cut shredding or pulverizing.

F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

HHPWS Privacy Officer
Riverside County Department of Housing, Homelessness Prevention and Workforce
Solutions
3403 10th Street, Suite 300
Riverside, CA 92501

**ASSURANCE OF COMPLIANCE
THE RIVERSIDE COUNTY DEPARTMENT OF HOUSING,
HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED
PROGRAMS**

Galilee Center, Inc.

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

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

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

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

Date

(08/13/01)

Director's Signature

Address of Vendor/Recipient
CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS

CONTRACTOR PAYMENT REQUEST

To: Riverside County Department of
Housing, Homelessness Prevention and
Workforce Solutions
Attn: Management Reporting Unit
3403 10th St
Riverside, CA 92501

From: Galilee Center, Inc.
Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

| | |
|--|--|
| COUNTY OF RIVERSIDE HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS CONTRACTOR EXPENDITURE REPORT (2076B) | |
|--|--|

CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

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

List each item as outlined in contract budget.

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| TOTAL BUDGET/EXPENSES | | | | |

IN-KIND CASH CONTRIBUTION

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

| | | |
|-----------------------|----------------|--------------|
| CLIENT FEES COLLECTED | CURRENT PERIOD | YEAR TO DATE |
|-----------------------|----------------|--------------|

HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 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 HHPWS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all HHPWS Forms.)

**HHPWS 2076A
CONTRACTOR PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

and

Service Provider Name

2021 Riverside County Asylum Seeker Response

HHPWS-EOC-000000

County of Riverside
HHPWS
Housing, Homelessness Prevention and Workforce Solutions



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List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – PII Privacy and Security Standards

This Agreement for the 2021 (herein referred to as "Agreement") is made and entered into this ____ day of _____, 2021, by and between **Service Provider Name** (herein referred to as "SERVICE PROVIDER"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY").

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Bed Night" is one bed per Customer per night.
- B. "CBP" United States Customs and Border Protection.
- C. "Case Management Services" refers to all of the following various categories of services:
- Short-term or transition housing
 - Behavioral Health
 - Medical services
 - Children
 - Intake & assessment
 - Travel coordination
 - Dietary and meal services
- D. "COUNTY" or "HHPWS" refers to the County of Riverside and its Department of Housing, Homelessness Prevention and Workforce Solutions, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- E. "HMIS" refers to the Riverside County Homeless Management Information System.
- F. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- G. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- H. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SERVICE PROVIDER with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- I. "SERVICE PROVIDER" refers to **Service Provider Name** including its employees, agents, representatives, subcontractors and suppliers.

2. DESCRIPTION OF SERVICES

SERVICE PROVIDER 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 – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III

3. PERIOD OF PERFORMANCE

This Agreement shall be effective 03/03/21 ("Effective Date") and shall continue through 06/30/2022, unless terminated earlier. SERVICE PROVIDER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HHPWS.

4. COMPENSATION

COUNTY shall pay SERVICE PROVIDER for services performed, products provided, or expenses incurred in accordance with Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SERVICE PROVIDER'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 SERVICE PROVIDER, 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 is contingent upon and limited by the availability of funding from which payment can be made. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SERVICE PROVIDER in writing and this Agreement shall be deemed terminated and be of no further force or effect. In the event such funds are reduced, COUNTY shall immediately notify SERVICE PROVIDER in writing and it is mutually agreed that COUNTY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SERVICE PROVIDER that were properly earned prior to the unavailability or reduction of funding.

6. TERMINATION

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

B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for SERVICE PROVIDER's default, if SERVICE PROVIDER 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, SERVICE PROVIDER shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

- D. After termination, COUNTY shall make payment only for SERVICE PROVIDER's performance up to the date of termination in accordance with this Agreement.
- E. SERVICE PROVIDER's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonest or willful and material breach of this Agreement by SERVICE PROVIDER; or in the event of SERVICE PROVIDER's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event SERVICE PROVIDER shall not be entitled to any further compensation under this Agreement.
- F. SERVICE PROVIDER may, upon ninety (90) calendar days written notice, terminate this Agreement for cause if HHPWS 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. SERVICE PROVIDER shall state in its written notice the extent and effective date of termination.
- G. 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. DEFAULT

- A. A default shall consist of any use of funds for a purpose other than as authorized by this Agreement or failure of SERVICE PROVIDER to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of this Agreement. In the event of an occurrence of default, COUNTY may take one or more of the following actions:
 - 1. Issue a letter of warning advising SERVICE PROVIDER of the default that establishes a date by which corrective actions must be completed and puts SERVICE PROVIDER on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - 2. Direct SERVICE PROVIDER to submit progress schedules for completing the approved activities;
 - 3. Direct SERVICE PROVIDER to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - 4. Direct SERVICE PROVIDER to reimburse the program accounts for costs inappropriately charged to the program. and/or
- B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SERVICE PROVIDER default.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**
SERVICE PROVIDER agrees that all materials, reports, or products, in any form including electronic, created by SERVICE PROVIDER for which SERVICE PROVIDER has been compensated pursuant to this Agreement shall be the sole property 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. SERVICE PROVIDER agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. **CONDUCT OF SERVICE PROVIDER/ CONFLICT OF INTEREST**
- A. SERVICE PROVIDER 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 SERVICE PROVIDER's performance under this Agreement. SERVICE PROVIDER further covenants that no person or subcontractor having any such interest shall be employed or retained by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER agrees to inform the COUNTY of all SERVICE PROVIDER's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. SERVICE PROVIDER 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 SERVICE PROVIDER is doing business or proposing to do business, in fulfilling this Agreement.
11. **RECORDS, INSPECTIONS, AND AUDITS**
- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and SERVICE PROVIDER self-monitoring. SERVICE PROVIDER 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. SERVICE PROVIDER shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. SERVICE PROVIDER shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If SERVICE PROVIDER disagrees with an audit, SERVICE PROVIDER may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. SERVICE PROVIDER shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. SERVICE PROVIDER shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to

assess and evaluate SERVICE PROVIDER's performance at any time, upon reasonable notice to the SERVICE PROVIDER.

12. CONFIDENTIALITY

- A. SERVICE PROVIDER shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. SERVICE PROVIDER 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. SERVICE PROVIDER shall keep all confidential information received from COUNTY in the strictest confidence. SERVICE PROVIDER shall comply with Welfare and Institutions Code Section (WIC) 10850.
- B. SERVICE PROVIDER shall take special precautions, including, but not limited to, sufficient training of SERVICE PROVIDER's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. SERVICE PROVIDER shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SERVICE PROVIDER shall not use such information for any purpose other than carrying out SERVICE PROVIDER's obligations under this Agreement.
- D. SERVICE PROVIDER shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SERVICE PROVIDER shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

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

Attachment I into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

SERVICE PROVIDER agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of SERVICE PROVIDER (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. SERVICE PROVIDER shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. SERVICE PROVIDER shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise SERVICE PROVIDER's indemnification obligation. SERVICE PROVIDER's obligation hereunder shall be satisfied when SERVICE PROVIDER has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe SERVICE PROVIDER's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

A. Without limiting or diminishing SERVICE PROVIDER's obligation to indemnify or hold COUNTY harmless, SERVICE PROVIDER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. 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. SERVICE PROVIDER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SERVICE PROVIDER'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. SERVICE PROVIDER shall cause SERVICE PROVIDER'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. SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER has become inadequate.
- G. SERVICE PROVIDER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SERVICE PROVIDER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. WORKER'S COMPENSATION

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

17. VEHICLE LIABILITY

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

Additional Insured.

18. **COMMERCIAL GENERAL LIABILITY**

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

19. **PROFESSIONAL LIABILITY**

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

20. **INDEPENDENT CONTRACTOR**

It is agreed that SERVICE PROVIDER is an independent contractor and that no relationship of employer-employee exists between the parties. SERVICE PROVIDER 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 SERVICE PROVIDER employees from the compensation payable to SERVICE PROVIDER under this Agreement. SERVICE PROVIDER 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. SERVICE PROVIDER agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

21. **USE BY POLITICAL ENTITIES**

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

SERVICE PROVIDER for other entities' purchases.

22. LICENSES AND PERMITS

If applicable, SERVICE PROVIDER 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. SERVICE PROVIDER warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

23. NO DEBARMENT OR SUSPENSION

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

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SERVICE PROVIDER shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with SERVICE PROVIDER directly. In the event there is a conflict between the various laws or regulations that may apply, SERVICE PROVIDER shall comply with the more restrictive law or regulation.

25. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, SERVICE PROVIDER agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require SERVICE PROVIDER not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

26. LEAD BASED PAINT

If applicable, SERVICE PROVIDER shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

27. EMPLOYMENT PRACTICES

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

B. SERVICE PROVIDER shall not discriminate in its recruiting, hiring, promoting, demoting, or

terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

- C. In the provision of benefits, SERVICE PROVIDER 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, SERVICE PROVIDER 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. SERVICE PROVIDER 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 requirements for child support enforcement shall constitute a material breach of this Agreement.
28. PERSONNEL
- A. Upon request by COUNTY, SERVICE PROVIDER 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 Participants. 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; and
 - 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 SERVICE PROVIDER'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 Participants. COUNTY shall notify SERVICE PROVIDER in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SERVICE PROVIDER shall immediately remove that person from providing services under this Agreement.
 - C. Background Checks
SERVICE PROVIDER shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SERVICE PROVIDER shall have received a criminal record from the State of California Department of Justice (DOJ). A signed certification of such criminal record and,

as appropriate, a signed justification and clearance from Contractor or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal record 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SERVICE PROVIDER shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and 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 a copy of the adverse action in the notice. 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. SERVICE PROVIDER 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 SERVICE PROVIDER and COUNTY.

32. SUPPLANTATION

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

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

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.

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. SERVICE PROVIDER 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

SERVICE PROVIDER shall complete the "Assurance of Compliance with Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. SERVICE PROVIDER will sign and date Attachment II and return it to COUNTY along with the executed Agreement. SERVICE PROVIDER 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.

C. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Housing Homelessness
Prevention and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

D. Services, Benefits and Facilities

SERVICE PROVIDER 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.

E. Cultural Competency

SERVICE PROVIDER shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants 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 Participants in both languages.

39. NOTICES

All agreement issues, invoices, financial documents, 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:

Department of Housing, Homelessness
Prevention and Workforce Solutions
3403 Tenth Street, Suite 300 Riverside,
CA 92501

Service Provider

Address:

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

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. 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 signatures of the parties included in this Agreement 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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

This Agreement may be modified only by a written amendment signed by 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 Service Provider : | Authorized Signature for COUNTY: |
| Printed Name of Person Signing: Gloria Gomez | Printed Name of Person Signing: Heidi Marshall |
| Title: President, Founder | Title: Director |
| Date Signed: | Date Signed: |

Schedule A
Payment
Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SERVICE PROVIDER shall be reimbursed for an amount not to exceed \$XXX. Said funds shall be spent in accordance with the line item budget below:

| BUDGET CATEGORY | Total |
|-----------------|------------|
| | \$ 0 |
| TOTAL | \$0 |

- b. SERVICE PROVIDER will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each 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 request, SERVICE PROVIDER shall submit completed HHPWS Forms 2076A, 2076B (Attachment III)
- e. All Program funds shall be expended by 06/30/22.
- f. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SERVICE PROVIDER.

A.2 FINANCIAL RESOURCES

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

A.3 DISALLOWANCE

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

Schedule B
Scope of Services

B.1 COUNTY ROLES

- A. COUNTY will assign COUNTY staff to be responsible for the following roles and responsibilities:
1. Project Manager responsible for:
 - a. Overall planning in coordination with SERVICE PROVIDER project manager;
 - b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.
 2. Subject matter experts responsible for providing Riverside County business expertise as requested.
- B. COUNTY may monitor the performance of the SERVICE PROVIDER in meeting the terms, conditions and services in the Agreement. COUNTY, at its sole discretion, may monitor the performance of the SERVICE PROVIDER through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and SERVICE PROVIDER self-monitoring.

B.2 SERVICE PROVIDER Roles:

- A. Assign staff to be liaison between SERVICE PROVIDER and HHPWS.
- B. Directly support 70-100 asylum seeker families arriving daily in Riverside County and through the following U.S. Border Patrol locations:
1. 45620 Commerce St., Indio CA 92201
 2. 16780 W. Hobsonway, Blythe CA 92225
 3. 25656 Madison Ave #2599, Murrieta CA, 92562
- C. SERVICE PROVIDER shall be provide wraparound services to asylum seeker families discharged by the U.S. Customs and Border Patrol Protection and received by Riverside County. Wraparound supports provided by Galilee will consist of the following:
1. Short-term and/or transition housing;
 2. Travel coordination assistance for asylum seekers;
 3. Coordination with County departments to ensure requirements for families in isolation and quarantine are met;
 4. Provide case management services to asylum seekers and ensure linkages to care which include but are not limited to: medical services, behavioral health, legal immigration, and other social service needs (e.g. hygiene supplies, clothing, and other essentials);
 5. Coordinate dietary/meal services to all participants in housing;
 6. Translation services to aid care service coordination;
 7. Facilitate wraparound services at various sites which include hotels/motels throughout

the Coachella Valley; and Participate in County-facilitated coordination calls with federal, state, county, and other nongovernmental organizations responding to the effort.

- D. Provide Supportive Services at multiple site locations throughout Riverside County which include but is not limited to hotels and motels located in the Coachella Valley, in addition the main HUB site located below. Additional hotel/motel and access sites are subject to be added:

| | |
|---|---|
| Super 8 Indio 81753 CA-111 Indio, CA 92201 | Quality Inn & Suites 84096 Indio Springs Pkwy Indio, CA 92201 |
| Roadway Inn – Coachella 82275 Indio Blvd. Indio, CA 92201 | HUB Center 82025 Highway 111 Indio, CA 92201 |

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

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

administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

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

that the PII cannot be retrieved.

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

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

cross cut shredding or pulverizing.

F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

HHPWS Privacy Officer
 Riverside County Department of Housing, Homelessness Prevention and Workforce
 Solutions
 3403 10th Street, Suite 300
 Riverside, CA 92501

**ASSURANCE OF COMPLIANCE
THE RIVERSIDE COUNTY DEPARTMENT OF HOUSING,
HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED
PROGRAMS**

Service Provider

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

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

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

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

Date

Director's Signature

(08/13/01)

Address of Vendor/Recipient
CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS

CONTRACTOR PAYMENT REQUEST

To: Riverside County Department of
Housing, Homelessness Prevention and
Workforce Solutions
Attn: Management Reporting Unit
3403 10th St
Riverside, CA 92501

From: Service Provider
Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS
Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 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 HHPWS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all HHPWS Forms.)

HHPWS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

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

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

"Contract Number"
Can be found on the first page of your contract.

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

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

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

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory (required). Original Signature needed for payment.
EVERYTHING BELOW THE THICK SOLID LINE IS FOR HHPWS USE ONLY AND SHOULD BE LEFT BLANK.