

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



**ITEM: 3.22**  
(ID # 19216)

**MEETING DATE:**

Tuesday, June 21, 2022

**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve the Professional Services Agreement DPSS-0004173 with Riverside County In-Home Supportive Services (IHSS) Public Authority for IHSS Provider Services for three (3) years, effective July 1, 2022 through June 30, 2025 with the option to renew for a one-year period; All Districts. [Total Cost \$4,020,438 and up to \$804,087 in additional compensation; Federal 49.4%, State 46.9% and Realignment 3.7%]

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

1. Approve the Professional Services Agreement DPSS-0004173 with Riverside County In-Home Supportive Services Public Authority for IHSS Provider Services for a total aggregate amount of \$4,020,438 for three (3) years, effective July 1, 2022 through June 30, 2025 with the option to renew for a one-year period; and authorize the Chair of the Board to execute the Agreement on behalf of the County;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the Agreement; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel , to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) annually, up to \$804,087 over 3 years in additional compensation.

**ACTION:Policy**

  
Sayori Baldwin, DPSS Director 6/3/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 21, 2022  
xc: DPSS

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$1,340,146	\$4,020,438	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment: No</b>	
Federal 49.4%, State 46.9% and Realignment 3.7 %			<b>For Fiscal Year:22/23-24/25</b>	

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

**BACKGROUND:**

**Summary**

While the Riverside County In-Home Supportive Services (IHSS) Public Authority (PA) operates within the Department of Public Social Services (DPSS), by statute it is an independent entity. As such, it is necessary to enter into an Agreement between the PA and the County to delineate the responsibilities being performed by the PA.

The purpose of the IHSS-PA is to offer resources that allow IHSS service recipients enhanced access to in-home caregivers. The Public Authority (PA) supports the IHSS in-home caregiver community (currently over 40,000 recipients and 34,000 caregivers), in various capacities. The PA manages and maintains the caregiver Registry, offering referral, training, and background check services to caregivers who serve IHSS consumers. The PA acts as the 'employer of record' for bargaining purposes and assists with program enrollment and payment functions.

IHSS-PA provides coverage for the emergency backup system (BUS), improves the ability to enroll caregivers, and executes transactions relating to custodian of records, stop payments and reissues, and sick leave. The IHSS-PA staff provide much-needed assistance to elderly and/or persons with disabilities needing care, allowing them to live independently in a healthy, safe environment.

DPSS-0004173 will replace the existing agreement AS-02858 beginning July 1, 2022, to increase the Maximum Reimbursable Amount (MRA) to add 3 FTE's. The IHSS-PA has experienced an increase in provider enrollments, applications, and special transactions. The additional staff will allow the IHSS program to continue to provide much-needed assistance to elderly and/or persons with disabilities needing care, allowing them to live independently in a healthy, safe environment.

**Impact on Residents and Businesses**

DPSS is responsible to protect elderly and dependent adults and to provide much-needed assistance to elderly and/or persons with disabilities needing care, allowing them to live independently in a healthy, safe environment.

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STATE OF CALIFORNIA**

**Additional Fiscal Information**

The total annual payments under DPSS-0004173 shall not exceed \$1,340,146 annually.

**Contract History and Price Reasonableness:**

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

On July 1, 2014, DPSS entered into agreement AS-02858 with IHSS-PA for Provider services. These services include provider orientation, background checks, provider payment processing, backup services (BUS) to address emergency caregiver deployment for immediate response, and enhanced provider management.

**ATTACHMENT:**

**Attachment A:** DPSS-0004173 IHSS-PA Provider Services Agreement

  
Suzanna Hankley, Assistant Director of Purchasing and Fleet Service

6/3/2022

  
Erianna Lontajo, Principal Management Analyst

6/14/2022

  
Cynthia M. Gurzel, Chief Deputy County Counsel

6/7/2022

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

**and**

**In-Home Supportive Services Public Authority  
Caregiver Services  
DPSS-0004173**



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List of Schedules

Schedule A – “Payment Provisions”

Schedule B – “Scope of Services”

List of Attachments

Attachment I - Journal Entry

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

Attachment III – PII Privacy and Security Standards

Attachment IV – Assurance of Compliance

Attachment V– Statement of Confidentiality

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between In-Home Supportive Services Public Authority, a corporate public body (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY").

## 1. DEFINITIONS

- A. "ASD" refers to Adult Services Division and the In-Home Supportive Services (IHSS) Program.
- B. "BUS" refers to Back-up Services and refers to care provided in an emergency or after hours when the regular caregiver does not arrive to deliver activities of daily living which are essential to the client's health and safety. The BUS provides short-term care until a more permanent home-care Caregiver is established.
- C. "Caregivers" refers to persons hired by the IHSS recipient and paid to provide authorized in-home support services to IHSS clients. The word provider may also be used interchangeably.
- D. "Caregiver Payment Processing" refers to activities related to Fiscal/Special Transactions.
- E. "CCL" refers to State of California Community Care Licensing (CCL) which refers to a branch of CDSS which oversees licensure standards of facilities that offers itself to the public as providing assisted living or similar services.
- F. "CDSS" refers to the California Department of Social Services which oversees DPSS activities.
- G. "CMIPS II" or "Case Management Information and Payrolling System II" refers to the state system into which IHSS Caregiver information is entered for payroll and tracking
- H. "CORI" refers to Criminal Offender Record Information provided by the Department of Justice upon submission of fingerprints for the purpose of IHSS employment.
- I. "DOJ" refers to the California Department of Justice
- J. "Dependent Adult" refers to and is defined by the State of California Community Care Licensing (CCL) as an individual who is eighteen (18) years of age through fifty-nine (59) years of age, who has physical or mental limitations that restrict his or her ability to carry out normal activities to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.
- K. "DPSS" refers to the County of Riverside and its Department of Public Social Services, alternatively herein referred to as ASD, IHSS or County, which has administrative responsibility for this Agreement.
- L. "Enhanced Caregiver Management" refers to Public Authority activities related to the Caregiver back-up system and after-hours Registry dispatch.
- M. "FLSA" refers to Fair Labors Standards Act.
- N. "IHSS" refers to DPSS, DPSS' Adult Services Division, or County, which may be used interchangeably.
- O. "IHSS-PA" refers to the Riverside County In-Home Supportive Services Public Authority, alternatively herein referred to as PA or Contractor, a separate legal entity from COUNTY.

- P. "New Ongoing" reporting refers to reports that may be requested on a permanent basis in the future.
- Q. "Share of Cost" (SOC) refers to the portion of the cost of IHSS/Medi-Cal that the client is responsible to pay. The SOC is determined by DPSS.
- R. "Stand By Call Back (SBCB) refers to an employee who is on stand by for after-hour phone calls and will respond to the inquiry.
- S. "Call Center" refers to the centralized telephone system serviced by IHSS-PA staff to respond to consumer and Caregiver inquiries.
- T. "Wellness Checks" refers to routine contacts made by IHSS-PA to IHSS clients, by phone or home visitation, depending on the need.

2. DESCRIPTION OF SERVICES

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

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2022 (herein after referred to as "Effective Date") and continue through June 30, 2025, with the option to renew for a one-year period as agreed upon by parties, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. COMPENSATION

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

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION

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

B. After receipt of the notice of termination, County and CONTRACTOR shall:

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

C. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

D. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

E. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

8. TRANSITION PERIOD

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

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

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

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

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



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

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.
- C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

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

- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

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 collecting PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment III. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment III into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

The parties do hereby agree to indemnify and hold each other harmless, its departments, agencies and districts, including their officers, employees and agents from any liability, damage, claim or action based upon or related to any services or work of either party (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. Both parties shall, at their sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County and CONTRACTOR Indemnitees in any such claim or action. Both parties shall, at their sole cost, have the right to use counsel of their choice 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 either parties' indemnification obligation. The insurance requirements stated in this Agreement shall in no way limit or circumscribe either parties' obligations to indemnify and hold each other harmless.

15. INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- in coverage amounts appropriate for the size and nature of its facility and its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the

insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

16. **WORKER'S COMPENSATION**

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

17. **VEHICLE LIABILITY**

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

18. **COMMERCIAL GENERAL LIABILITY**

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

Policy shall include abuse and molestation insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual, threatened or allege physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature and retention of any person for whom the contractor is responsible including but not limited to contractor and contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the contractor, and the contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. 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. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit

19. **PROFESSIONAL LIABILITY**

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

at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

20. **CYBER LIABILITY**

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

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

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

21. **INDEPENDENT CONTRACTOR**

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

22. **USE BY POLITICAL ENTITIES**

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

23. LICENSES AND PERMITS

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

24. NO DEBARMENT OR SUSPENSION

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

25. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

26. PERSONNEL

- A. Direct service positions shall be required to have the ability to speak, read and write English and in the specified language, for instance Spanish, in which services are delivered. Translation services (either in-person or over-the-phone) shall be offered to non-English speaking youth.
- B. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:
  - (1) All staff who work full or part-time positions by title, including volunteer positions;
  - (2) A brief description of the functions of each position and hours each position worked;
  - (3) The professional degree, if applicable and experience required for each position.
- C. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.
- D. Background Checks  
CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California

Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

27. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

28. LOBBYING

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

29. **ADVERSE GOVERNMENT ACTION**

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

30. **SUBCONTRACTS**

A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:

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

B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

31. **SUPPLANTATION**

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

32. **ASSIGNMENT**

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

33. **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.

34. 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.

35. DISPUTES

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

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

36. ADMINISTRATIVE/CONTRACT LIAISON

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

37. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Client Complaints

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

[https://www.sccgov.org/ssa/info\\_notices/pub13\\_english.pdf](https://www.sccgov.org/ssa/info_notices/pub13_english.pdf)

Civil Rights Complaints should be referred to:

Civil Rights Coordinator



Assurance and Review Services  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
[assuranceandreview@rivco.org](mailto:assuranceandreview@rivco.org)

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

38. NOTICES

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

COUNTY:  
Department of Public Social Services  
Contracts Administration Unit  
4060 County Circle Drive  
Riverside, CA 92503

Invoices and other financial documents:  
Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503  
Email: [ClientServicesContracts@rivco.org](mailto:ClientServicesContracts@rivco.org)

CONTRACTOR:  
Riverside County In-Home Supportive Services Public Authority  
Executive Director  
12125 Day Street, Suite S-101  
Moreno Valley, CA 92557

39. 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.

40. ELECTRONIC SIGNATURES

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

41. MODIFICATION OF TERMS

A. This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

B. Changes may be made to the line-item budget if CONTRACTOR adequately documents the need for the change, ensures that required written approval is obtained prior to implementation of the requested change, and all the following requirements are met:



- (1.) The maximum reimbursable amount of this Agreement does not change.
- (2.) Maximum change cannot exceed 20% of original line item amount per fiscal year.
- (3.) CONTRACTOR delivers a written request, via email to assigned DPSS CAU analyst, for any program/budget modification(s) and explains the changes(s), and specifically identifies the items(s) to be reduced or increased. DPSS will notify CONTRACTOR in writing, via email within three (3) weeks, when the changes(s) has been approved or denied. If denied, CONTRACTOR shall submit a revised request/invoice to DPSS within seven (7) working days of email notification.

C. DPSS approves the request in writing, via email, prior to implementation. DPSS reserves the right to deny or request for reimbursement changes in excess of any line item.

42. 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.

*[Signature Page Follows]*

Authorized Signature for CONTRACTOR 	Authorized Signature for County  <small>Jeff Hewitt (Jun 27, 2022 14:09 PDT)</small>
Printed Name of Person Signing: Eva Krottmayr	Printed Name of Person Signing: Jeff Hewitt
Title: Director	Title: Chair, Board of Supervisors
Date Signed: May 31, 2022	Date Signed: Jun 27, 2022

Approval as to Form  
County Counsel

By:   
Eric Stopher  
Deputy County Counsel

Date: May 31, 2022



ATTEST:  
Kecia Harper  
Clerk of the Board

By:   
Zuly Martinez (Jun 27, 2022 14:08 PDT)  
Deputy

Approval as to Form  
County Counsel

By:   
Katherine Wilkins  
Deputy County Counsel

Date: Jun 1, 2022

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2022 through June 30, 2023	\$1,340,146
July 1, 2023 through June 30, 2024	\$1,340,146
July 1, 2024 through June 30, 2025	\$1,340,146
Total	<b>\$4,020,438</b>

A.2 SALARY AND BENEFIT COST

The salaries and benefits shall cover all activities required by the Scope of Work, Schedule B. IHSS PUBLIC AUTHORITY RESPONSIBILITIES

Service Component	FY 2022/2023	FY 2023/2024	FY 2024/2025
Salaries and Benefits	\$1,340,146	\$1,340,146	\$1,340,146
<b>Total</b>	<b>\$1,340,146</b>	<b>\$1,340,146</b>	<b>\$1,340,146</b>

A.3 FISCAL PROVISIONS AND BILLING DOCUMENTATION REQUIREMENTS

a. DPSS REQUIREMENTS

- i. Reimburse PA for personnel salary/benefits for activities outlined in scope of services, Schedule B.
- ii. A quarterly Journal Entry (JE) will be processed within 60 days from the end of each fiscal quarter to reimburse PA for salary/benefit costs incurred as stated in this Agreement.

b. IHSS PUBLIC AUTHORITY REQUIREMENTS

- i. IHSS PA shall complete and submit time studies monthly to DPSS utilizing available time study codes associated with the activities outlined in scope of services, Schedule B.
- ii. Review, approve and forward DPSS the invoice and supportive documentation to back up the invoice.

A.4 METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS. The Contractor shall provide the following supporting documentation along with the monthly invoice to justify invoice amounts:

- i. Actual costs for salary/benefits associated with activities as outlined in the Agreement will be reimbursed to the Contractor through the JE process within 60 days after each quarter.
- ii. All claims submitted in a timely manner will be processed within twenty (20) working days of receipt by DPSS-Management reporting Unit. PA shall process and post the Journal entry (JE) and forward to the Auditor-Controller's office for payment within ten (10) working days of DPSS approval of the JE.
- iii. When requesting payment, PA shall review and approve DPSS Forms 2076A and 2076B (Attachment II) following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Attachment II is attached hereto and incorporated herein by

this reference for request of all payments. The approved backup as listed in Schedule A, Payment Provisions, shall be submitted with the claim.

- iv. Each component shall be listed separately on the Form 2076B.
  - v. Reimbursement may be delayed if required supporting documentation is not provided in a timely manner.
  - vi. Contractor shall provide the following supporting documentation along with the quarterly invoice to justify invoice amounts:
  - vii. Payroll Report which includes: Employee names, Salary and Benefit amounts, Quarter worked, Summary of the Time & Activity Reports, and allocation of costs.
  - viii. Contractor shall submit an estimated claim for the fourth quarter claiming period of each year by the 10th business day of June. The actual billing for the final claiming period shall be submitted no later than the 15th calendar day of August. If Contractor ceases operation for any period, then no payment will apply for In the event Contractor is unable to locate youth to issue incentives, Contractor must contact the Regional Manager or Assistant Regional Manager and the Program Specialist of the ILP program, to facilitate issuance of warrant. If DPSS ILP staff facilitates issuance of funds, Contractor must submit proof of issuance to youth along with the monthly invoice.
- b. 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. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
  - c. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (Attachment II), following the instructions set forth. Attachment II is attached hereto and incorporated herein by this reference for request of all payments.
  - d. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

#### A.5 FINANCIAL RESOURCES

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

#### A.6 RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

#### A.7 SUPPLANTATION

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

#### A.8 DISALLOWANCE

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

B.1 DPSS RESPONSIBILITIES

- a. Assign staff to be liaison between DPSS and the Riverside County In-Home Supportive Services Public Authority (PA). Additionally, assign Administration/IHSS District Office liaison(s) to provide subject matter support to the PA and IHSS District Offices to ensure availability of all information needed to secure services.
- b. Monitor the performance of the PA to ensure that the terms, conditions and services in this Agreement are met. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- c. Collaborate with PA as necessary to plan, troubleshoot, and implement statutory mandates and carry out other operations, related to the duties outlined in this Agreement.
- d. Upon proper security request and approval, provide case management access to ASD and IHSS database systems, as appropriate, for the purpose of entering Caregiver background check results and orientation status, Call Center data and querying the system data for information and reports.
- e. Follow up with all Caregivers when a discrepancy occurs in the social security number, or other required identification to be deemed eligible by the IHSS program.
- f. Reimburse the PA for expenses associated with IHSS Caregiver orientation and enrollment activities; including administration of Worker's Compensation and Caregiver subpoenas; IHSS Caregiver-related payment inquiries and problem resolutions; follow-up on payments affected by the fair labor standard act; and DOJ background investigation activities, but shall not include any duties already mandated by law as specific PA functions such as:
  1. Acting as employer of record for IHSS Caregivers;
  2. Assisting consumers in finding IHSS Caregivers through the establishment of a registry;
  3. Investigating the qualifications and background of potential IHSS Caregivers listed in the registry (beyond the State mandated DOJ check);
  4. Establishing a referral system under which potential IHSS Caregivers are made known to consumers; and/or
  5. Providing for training for IHSS Caregivers and consumers.
- g. Review, edit and approve policies submitted to the ASD Assistant Director, as appropriate.
- h. Respond to share of cost (SOC) inquiries.
- i. Address and respond to complaints from consumers/Caregivers.
- j. Provide quarterly Fair Labor Standards Act (FLSA) trainings to social workers during Induction.
- k. Create, develop and approve training materials for Caregiver.
- l. Implement Fair Labor Standards Act (FLSA)

1. Educate the Adult Services Division Operations and Public Authority staff on FLSA regulations pertaining to Exemption 1, Exemption 2, One-Time Exceptions, Re-occurring Exceptions, Violations, Engage to Wait and Waiting to Be Engaged and establish processes supporting these regulations.
  2. For all approved Exemptions 1 & Exemptions 2 cases, Operations Social Worker staff shall verify residence/relationship requirement at yearly assessments if qualified for exemption
  3. Assist Caregiver in hiring additional Caregiver(s) for any hours over 360/month by referring to Public Authority Registry.
  4. Assist Caregiver with completion of Form SOC 2279, In Home Supportive Services Program, Live In Family Care Caregiver Overtime Exemption, to be sent to CDSS for processing.
  5. Assist Caregiver in exhausting all options in securing additional Caregivers and completing required forms and send to CDSS for processing.
- m. Approve overtime for re-occurring exceptions. (approved exceptions for 2 consecutive months equal a re-occurring exception)
- n. Perform Operational duties, including:
1. Provide education in understanding Caregiver weekly authorized hours and completing time sheets.

## B.2 IHSS PUBLIC AUTHORITY RESPONSIBILITIES

### A. SCOPE OF SERVICE

#### **Caregiver Orientation, Background Check, and Other Related Services Component**

1. Assign staff to be liaison between the Riverside County In-Home Supportive Services Public Authority and DPSS.
2. Act as central repository of criminal offender record information (CORI) in a manner consistent with DOJ policies and procedures.
3. Submit Attachment V. for security requests and to obtain approval for case management access to ASD and IHSS database systems, as appropriate, for the purpose of entering Caregiver background check results and orientation status, and/or IHSS consumer-related services. Attachment V. is attached hereto and incorporated herein by this reference.
4. Provide staff necessary to:
  - a. Receive, review and interpret all applicant Caregiver CORIs and determine the respective applicant's eligibility to act as IHSS caregiver based on state guidelines (ACL 11-12, ACL 11-98, ACIN I-04-12)
  - b. Receive, review, and interpret all SANs, and determine the respective Caregiver's eligibility to continue to provide care in the IHSS program.
  - c. Notify IHSS of those Caregivers with incomplete or inconsistent IDs including specific information about the discrepancy and copies of any documents.
  - d. Receive SANs information affecting Caregiver eligibility and update IHSS district offices regarding any change in a Caregiver's background investigation status, as allowed by law and DOJ regulations.



- e. Complete all required applications and actions to secure California Department of Justice (DOJ) authorization to scan and submit fingerprints to DOJ.
- f. Accept and secure Caregiver and potential Caregiver fingerprint scanning payments, and adhere to method of payment collection approved by DPSS-Fiscal.
- g. Scan and submit fingerprints to DOJ.
5. Notify DOJ when subsequent arrest/conviction information is no longer needed as directed by ACL 10-05.
6. Provide viewing of a Caregiver's DOJ response when the Caregiver fails the background check and requests to see that item, in accordance with DOJ policy.
7. Maintain all DOJ records in a manner consistent with DOJ policies and procedures, and CDSS policies and procedures such as, but not limited to ACL 10-5 and any related updates.
8. Release information as required for subpoenas, as allowed by law. Release of non-Caregiver, client focus information shall be requested through ASD Administration.
9. Process IHSS Verifications of Employment (VOEs) for Caregivers and DPSS Income Eligibility Verification System (IEVS) and other DPSS divisions.
10. Process initial worker's compensation claims for Caregivers and forward claims to the State-contracted benefits vendor.
11. Draft PA-related policies associated with this Agreement, and submit to ASD Assistant Director for final review, editing and approval.
12. Conduct IHSS Caregiver orientation and enrollment activities, as requested by ASD Assistant Director.

### **Call Center Component**

13. Assign staff to be liaison between the Riverside County In-Home Supportive Services Public Authority and DPSS.
14. Submit Attachment V. for security requests and to obtain approval for case management access to ASD and IHSS database systems, as appropriate, for the purpose of reviewing payment status and resolving time sheet processing issues.
15. Draft PA-related policies associated with this Agreement, and submit to ASD Assistant Director for final review, editing and approval.
16. Assist consumers and Caregivers with case management and time sheet inquiries via telephone or face-to-face communication.
17. Complete requests for replacement and supplemental time sheets.
18. Answer basic questions regarding W-2s, payroll deductions, and Union questions.
19. Request duplicate W-2s, as necessary.
20. Refer share of cost (SOC) inquiries to ASD Administration.

21. Assist consumers/Caregivers with any complaints related to receiving or providing IHSS services, and refer to ASD Administration, as appropriate.

### **Fair Labor Standards Act (FLSA) and Other Related Services Component**

22. Provide technical support and educational outreach related with new FLSA-regulations and forms.
23. Integrate FLSA regulation with Caregiver training and orientation, to include weekly authorized hours, required forms, overtime and travel payment calculation.
24. Provide all aspects of document management, to include receiving, processing and data input of FLSA forms and paperwork.
25. Receive walk-in/office inquiries and support customer requests related with FLSA regulations and payments.
26. Whenever appropriate, coordinate with district social workers and supervisors regarding violation decisions and safety plan(s) using PA Registry Caregivers.
27. Monitor the FLSA Payment Queue in CMIPS II and send the appropriate violation and training notifications to recipient and Caregivers.
28. Assist recipient and Caregivers to reconcile weekly work hours associated with CMIPS II payment violations and overrides.
29. Seek consultation and escalate as appropriate FLSA-related customer service complaints to ASD Administration.

### **In-Home Supportive Services (IHSS) Special Payments Component**

#### **Caregiver Payment Processing**

30. Receive IHSS consumer/Caregiver forms and complete data entry in CMIPS II.
31. Complete special payment transactions.
32. Initiate exception timesheets.
33. Monitor accuracy of Caregiver payment transactions.
34. Facilitate and/or complete, as necessary, required forms and processes to ensure timely and accurate Caregiver payments.
35. Complete training for Caregivers, ASD staff, and internal/external partners regarding payment processing and time sheet submission.
36. Complete/submit CMIPS II system corrections and service requests associated with Caregiver payments.
37. Conduct research and assist with processing of retroactive pay transaction requests for Caregivers, as needed.
38. Liaison resolution efforts for non-payment issues.

### **Enhanced Caregiver Management**

39. Create a registry of trained home care Caregivers to respond and serve as immediate, short- or long-term substitute caregivers (Back-Up Services, BUS).
40. Complete client home visitation as needed to deliver Caregiver/employer rights and responsibilities training, complete immediate Caregiver matches, and complete all required forms for payments.
41. Complete client outreach and/or wellness checks on IHSS clients being served by PA Registry Caregivers, with a frequency of twice per year based on service start date.
42. Develop, coordinate, and/or deliver specialized training or skill enhancements to IHSS Caregivers, as requested by ASD Assistant Director, or their designee.
43. Participate in IHSS case reviews with ASD staff to ensure that immediate home caregiving needs are addressed.

### **Adult Protective Services (APS)**

44. Provide Back-Up Services (BUS) for Stand By Call Back (SBCB) to address emergency caregiver deployment for immediate response resulting from an APS referral after hours. SBCB hours are as follows:
  - Monday – Thursday, 5:00PM – 8:00AM of the following morning
  - Friday, 4:30PM – 8:00AM of the following morning
  - Saturday/Sunday/County-observed holidays 24-hour coverage

## **B.3 REPORTING**

### **Caregiver Orientation and Enrollment, Background Check, and Other Related Services**

#### **1. DOJ ACTIVITY**

- a. Develop and provide report(s) with DOJ information to DPSS, as necessary, in format(s) to be mutually agreed upon as may be requested in the future by the ASD Assistant Director or designee.

#### **2. AD HOC and New Ongoing**

- a. Provide other reporting as may be determined necessary and requested by the ASD Assistant Director or designee.

### **Call Center**

#### **3. CALL VOLUME**

- a. Develop and provide report(s) with call volume information to DPSS, as necessary, in format(s) to be mutually agreed upon as may be requested in the future by the ASD Assistant Director or designee.

#### **4. AD HOC and New Ongoing**

- a. Provide other reporting as may be determined necessary and requested by the ASD Assistant Director or designee.

**Caregiver Payment Processing**

5. PROCESSING ACTIVITY

- a. Develop and provide monthly report to DPSS to contain, as applicable, but not be limited to:
  - i. Total number of time sheet errors,
  - ii. Total number of time sheets claiming 70% (or more) of total authorized hours in the first half of each month, and
  - iii. Total number of stop payments.

6. AD HOC and New Ongoing

- a. Provide other reporting as may be determined necessary and requested by the ASD Assistant Director or designee.

COUNTY OF RIVERSIDE  
 JOURNAL ENTRY WORKSHEET

TRANS TYPE: JE                      JE DATE:                      FY:  
 JE NUMBER: \_\_\_\_\_  
 SET ID: RIVCO

<b>Debit Doc Total</b>	<b>Credit Doc Total</b>
\$9.00	\$9.00

Line #	BUS UNIT (5)	ACCOUNT (6)	FUND (5)	DEPT. ID (10)	PROGRAM (5)	CLASS (10)	PROJECT/GRANT (10)	(+)	(-)	DESCRIPTION (30)
								DEBIT AMOUNT	CREDIT AMOUNT	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

CASH DEBIT

CASH CREDIT

APPROVER BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From:
Remit to Name
Address
City, State and Zip Code
Contract Number

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

Select Payment Type(s) Below:

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

[ ] Unit of Service Payment \$ \_\_\_\_\_
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_

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

\_\_\_\_\_  
Name Phone Number

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

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

MRU Authorization \_\_\_\_\_ Date \_\_\_\_\_

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

Invoice Number \_\_\_\_\_

PO Number \_\_\_\_\_

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A  
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address" "City, State, and Zip Code"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	
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CONTRACTOR:
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ACTUAL EXPENDITURES FOR (MM/YYYY)
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CONTRACT #:
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EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
------------------	--------------------------	---	-------------------------	----------------------------

List each item as outlined in contract budget.

<b>TOTAL BUDGET/EXPENSES</b>				

**IN-KIND CASH CONTRIBUTION**

List each type of contribution				
<b>TOTAL IN-KIND/CASH MATCH</b>				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

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

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
  - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
  - 1. All users must be issued a unique user name for accessing PII.
  - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  - 3. Passwords are not to be shared.
  - 4. Passwords must be at least eight (8) characters.
  - 5. Passwords must be a non-dictionary word.
  - 6. Passwords must not be stored in readable format on the computer or server.
  - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  - 8. Passwords must be changed if revealed or compromised.
  - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!,@,#, etc.)
- H. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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

### III. AUDIT CONTROLS

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

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

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

#### V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
  - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
  - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - 3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

DPSS Privacy Officer  
Assurance and Review Services  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
[privacyincident@rivco.org](mailto:privacyincident@rivco.org)

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

In-Home Supportive Services Public Authority

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.

May 31, 2022

Date



Director's Signature

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

CR50-Vendor Assurance of Compliance

**ADULT SERVICES SYSTEM ACCESS**  
**7/1/14**  
**STATEMENT OF CONFIDENTIALITY**  
**(Public Authority Staff Using DPSS systems only)**

Confidentiality is of the utmost importance. To that end, the undersigned agrees to the following:

- 1. Maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
- 2. Ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.
- 3. Keep all information in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code
- 4. Refrain from publishing, disclosing, using, permitting, or causing to be published, disclosed, or used, any confidential information pertaining to any Provider under this Contract.
- 5. Acknowledge that deliberately violating these provisions is a misdemeanor.
- 6. Adult Services systems access shall be maintained and utilized by the parties in a manner consistent with the confidentiality requirements applicable to the County.

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EMPLOYEE SIGNATURE

DATE

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EMPLOYEE NAME (PRINT)

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CLASSIFICATION

DISTRICT/UNIT

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SUPERVISOR SIGNATURE

DATE