

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



**ITEM: 3.53**  
(ID # 19821)

**MEETING DATE:**  
Tuesday, August 30, 2022


**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve Professional Services Agreement DPSS-0004278 with ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C for Family First Prevention Services Act (FFPSA) implementation support and technical assistance services effective upon execution and continues through December 31, 2023; All Districts. [Total Cost \$696,150; up to \$139,230 in additional compensation – 100% Federal]

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

1. Approve Professional Services Agreement DPSS-0004278 with ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C for Family First Prevention Services Act (FFPSA) implementation support and technical assistance services for \$696,150, effective upon execution through December 31, 2023 and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent based on the availability of federal 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%) of the total aggregate cost of the Agreement.

**ACTION:Policy**

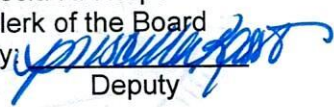
  
Sayori Baldwin, DPSS Director 8/15/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: August 30, 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>	\$464,100	\$232,050	\$696,150	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: Federal 100%</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	22/23 – 23/24

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

**BACKGROUND:**

**Summary**

The Federal Family First Prevention Services Act (FFPSA) was enacted under Public Law 115-123 on February 9, 2018. FFPSA created a prevention focused infrastructure that allows States the option to access Title IV-E funding for the provision of evidence-based mental health, substance use, and in-home parenting skills services to children at imminent risk of entry into foster care, their parents and parenting youth in foster care. The intent of this legislation is to increase the availability of quality prevention services for children, parents, and relative caregivers to help keep children safely at home while simultaneously reducing the use of foster care placements.

DPSS seeks to enter into an agreement with ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C. for the development and implementation of a State mandated Comprehensive Prevention Plan (CPP), and technical assistance for the FFPSA requirements. ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C. will provide guidance on capacity building and collaboration among different County departments, including but not limited to, DPSS, Behavioral Health, Probation and community-based organizations.

**Impact on Residents and Businesses**

The implementation of FFPSA paves the way for a family strengthening, prevention-focused infrastructure intended to enhance supportive services for families to help keep children safely at home, reduce the reliance on and use of congregate care, expand the capacity and use of kinship care and family-based settings to support children and families, and reduce the number of children entering or re-entering into the foster care system.

**Additional Fiscal Information**

The total annual payments to ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C. shall not exceed:

<b>FISCAL YEAR PERIOD</b>	<b>ANNUAL PAYMENT</b>
July 1, 2022 through June 30, 2023	\$464,100
July 1, 2023 through December 31, 2023	\$232,050
<b>Total</b>	<b>\$696,150</b>



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

These services were budgeted through the Countywide budget process; therefore, no budget adjustment is needed.

**Contract History and Price Reasonableness**

The agreement with ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C. before the Board's approval is based on utilizing the pricing from the San Francisco Human Services Agency agreement with ICF Resources L.L.C., also known as piggybacking, which was awarded through a publicized competitive bid process (Request for Proposal Nr. 955) in August 2021. ICF Resources L.L.C is providing the same pricing and terms as awarded through the San Francisco Human Services Agency agreement.

Piggybacking off competitively bid governmental procurements meets the county's requirement of seeking competition and assists with expediting the implementation/acquisition of needed commodities and services.

**ATTACHMENT:**

- **ATTACHMENT A:** DPSS-0004278 ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C FFP SA Implementation Support and Technical Assistance Services.

  
Brianna Lontajo, Principal Management Analyst 8/20/2022

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

and

ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C.

Family First Prevention Services Act (FFPSA) Implementation Support and Technical Assistance  
Services Agreement

**DPSS-0004278**



AUG 30 2022 3.53



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**List of Schedules**

Schedule A – Payment Provisions

Schedule B – Scope of Services

**List of Attachments**

Attachment I – PII Privacy and Security Standards

Attachment II – Assurance of Compliance

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



This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C. a foreign limited liability company (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"). The Parties agree as follows:

1. RECITALS

WHEREAS, the COUNTY has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar goods and services provided for in said contract in the interest of the public;

WHEREAS, the COUNTY requires the services of a vendor who can provide for the development and implementation of a State mandated Comprehensive Prevention Plan (CPP) and technical assistance for the FFPSA requirements for the COUNTY;

WHEREAS, the COUNTY desires to "piggyback" onto the Agreement between CONTRACTOR and San Francisco Human Services Agency for the development and implementation of a State mandated Comprehensive Prevention Plan (CPP) and technical assistance for the FFPSA; and

WHEREAS, CONTRACTOR consents to the aforesaid "piggybacking."

2. DEFINITIONS:

- A. "Capacity Building" refers to on-going evidence-informed process to develop a system's potential.
- B. "CCAP" refers to Citywide Child Abuse Prevention Model.
- C. "CDSS" refers to California Department of Social Services.
- D. "CONTRACTOR" refers to ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C. including its employees, agents, and representatives.
- E. "COUNTY" and/or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. COUNTY and DPSS are used interchangeably in this Agreement.
- F. "CPP" refers to the Comprehensive Prevention Plan.
- G. "CSD" refers to the Department of Public Social Services and its Children's Services Division.
- H. "FFPSA" refers to Family First Prevention Services Act, signed into law 2/9/18 to create new optional funding under IV-E.
- I. "ICPM" refers to California's Integrated Core Practice Model, which is a model to monitor the provision of preventive services being provided including five key components (engagement, assessment, service planning/implementation, monitoring/adapting, and transitions) and 10 principles (team based, family voice and choice, natural supports, collaboration and integration, community based, culturally respectful, individualized, strengths based, persistence, and outcomes based).



- J. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- K. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor.
- L. "Title IV-E" refers to Federal funding for foster care system.

### 3. 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 PII Privacy and Security Standards, Attachment II Assurance of Compliance, and Attachment III DPSS 2076A, DPSS 2076B & Instructions.

### 4. PERIOD OF PERFORMANCE

This Agreement shall be effective upon execution ("Effective Date") and continues through December 31, 2023, unless terminated earlier or otherwise modified. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

### 5. COMPENSATION

COUNTY shall pay CONTRACTOR on Time and Materials basis for services performed, or expenses incurred in accordance with the rates set forth in **Schedule A (Payment Provisions)**. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in **Schedule A**, COUNTY shall not be responsible for payment of any of 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.

### 6. 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.

### 7. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure, after being informed in writing of such failure and given a



reasonable period to cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products produced under this Agreement prior to the date specified in the notice of termination.

D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

E. CONTRACTOR's rights under this Agreement shall immediately 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, including all insurance requirements. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

G. CONTRACTOR may terminate this agreement upon forty-five (45) calendar days written notice for COUNTY's breach of payment obligations.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the Parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any 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.

9. 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.

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

CONTRACTOR agrees that all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties as long as material, reports or products are not marked proprietary. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products provided by Contractor to the County without prior written authorization of COUNTY. The COUNTY agrees that any CONTRACTOR's proprietary data, designs, software, or other information supplied by or on behalf of CONTRACTOR shall not be



disclosed, in whole or in part to third parties without prior express written consent from CONTRACTOR. The COUNTY further agrees that CONTRACTOR's data, software, designs and information shall only be used in the performance of this contract. The COUNTY shall not use CONTRACTOR's data, designs, software, or information supplied by or on behalf of CONTRACTOR for manufacture of CONTRACTOR's products, or cause others to do so, without prior express written authorization from the CONTRACTOR.

During performance of this Agreement, CONTRACTOR may use already established Intellectual Property. All documentation, software, ideas and all other material first produced by CONTRACTOR under this Agreement (collectively, "Deliverables") shall be the sole and exclusive property of the CONTRACTOR.

11. CONDUCT OF CONTRACTOR/CONFLICT OF INTEREST

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

12. RECORDS, INSPECTIONS, AND AUDITS

- A. CONTRACTOR shall maintain and retain records received on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 8.8, including Sections 88070 and 88070.1, and the relevant provisions in this Agreement. Such records include, but are not limited to, placement and termination documents, medical and dental records, court orders allowing medication, Placed Children's financial records (clothing, allowances, earnings, and medical expenses, etc.), evaluations, social worker notes and reports, childcare and other related documentation. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who need access to the information to perform their duties, such as Needs and Services planning.
- B. All performance, including services, utilized in the performance of this Agreement, shall be subject to inspection 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, or other requested items.
- C. 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. All records under this Agreement shall be made available. CONTRACTOR shall maintain all records in accordance



with California State records and retention regulations, including the provisions of CDSS Manual, Section 23-353.

- D. Upon seven (7) calendar days written notice, 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 of this Agreement. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- E. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant 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.
- F. 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.

13. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records received under this Agreement pursuant to Welfare and Institutions Code sections 827, 5328-5330, and 10850-10853, and all other provisions of law and regulations promulgated thereunder relating to privacy and confidentiality, including Juvenile Court orders and COUNTY policies. All Placed Children's information and records are confidential and shall be kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall not use such information for any purpose not required to carry out CONTRACTOR's obligations under this Agreement.
- 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. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement. CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- C. CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating California law with respect to confidentiality of juvenile records may be found guilty of a crime.
- 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 expressly permitted by this Agreement or as authorized in writing in advance by COUNTY.



- E. Notwithstanding the above, the Juvenile Court has exclusive jurisdiction over juvenile records, documents, and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with Welfare and Institutions Code section 827, California Rules of Court Rule 5.552, all applicable statutes, caselaw and Riverside County Juvenile Court rules regarding access and confidentiality. No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized by law or written approval of a Judge of the Juvenile Court. CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.
- F. The Parties agree to maintain the confidentiality of all of the other Party's records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by receiving Party's staff, agents, and employees. All records and information shall be used only for the purpose of this Agreement. Confidential information includes any and all personal information. The receiving Party will treat the confidential information with the same degree of care as they would their own confidential information.
14. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
To the extent CONTRACTOR, or any of its employees, affiliates, or subcontractors, is a "covered entity" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto, the Parties agree that CONTRACTOR or any of its employees, affiliates, or subcontractors may release "protected health information," as that term is defined by HIPAA, to DPSS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.
15. **PERSONALLY IDENTIFIABLE INFORMATION**
- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et seq., and 45 CFR 205.50 et seq., or as required by law. Disclosures which are required by law, such as a court order, 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 hereto and incorporated herein as **Attachment I**. When applicable, CONTRACTOR shall incorporate the relevant provisions of **Attachment I** into each Subcontract or sub-award to Subcontractors.

16. **HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "COUNTY Indemnitees"), from all third-party liability, damage, claim or action based upon services of CONTRACTOR (including its officers, employees, agents, Subcontractors) directly arising out CONTRACTORS negligence or willful misconduct performing under this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such third-party claim or action so long as that does not compromise CONTRACTOR's indemnification obligation.

In no event shall the CONTRACTOR be liable for any special, indirect, incidental, or consequential damages regardless of the legal theory under which such damages are sought, and even if it has been advised of the possibility of such damages, CONTRACTOR's total liability to the COUNTY under this section shall not exceed 2 million dollars under this contract.

17. **INSURANCE**

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original insurance industry standard ACORD form certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. If requested, copies of insurance policies and/or endorsements will be provided, marked as "Privileged and Confidential" and also under the condition that said policies that are provided and marked "Privileged and



Confidential" will not become part of any public record. Further, all insurance policies and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof, written notice of said cancellation will be delivered in accordance with the policy provisions, which shall not be less than thirty (30) days' notice of cancellation except for non-payment of premium which shall not be less than ten (10) days' notice of cancellation. Said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the Parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
  - F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
  - G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
  - H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY. The limits of insurance required herein may also be satisfied by a combination of primary and umbrella and/or excess insurance policies at the discretion of Contractor, so long as the total amount of insurance coverage provided is equal to or greater than the amount specified herein.
  - I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
18. **WORKER'S COMPENSATION**  
 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Where permitted by law, the



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

19. 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 include COUNTY as Additional Insured.

20. COMMERCIAL GENERAL LIABILITY

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

21. 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 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 claim and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at its 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.

22. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the Agreement cyber liability insurance against claims arising out of its services 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 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.

23. INDEPENDENT CONTRACTOR

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

24. LICENSES AND PERMITS

As applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, and 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 licenses, permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement, as stipulated in the most current version of the California Department of Social Services Interim Licensing Standards; California Code of Regulations Title 22, Division 6, Chapter 1 General Licensing Requirements and Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1; and all other regulatory statutes as required by law.

25. 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 (3) 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.



## 26. 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.

## 27. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked;
- (3) The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

## C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). 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.

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

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.



For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.
29. LOBBYING
- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.
30. ADVERSE GOVERNMENT ACTION
- In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either Party in the performance of their obligations hereunder, then that Party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The Parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the Parties fail to reach a negotiated modification concerning the adverse action, then the affected Party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both Parties.
31. SUBCONTRACTS
- A. CONTRACTOR shall not enter into any Subcontract with any Subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency



- (2) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
  - (4) Has within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- B. CONTRACTOR shall be fully responsible for the acts or omissions of its Subcontractors and the Subcontractors' employees.
  - C. CONTRACTOR shall insert clauses in all Subcontracts to bind its Subcontractors to the terms and conditions of this Agreement.
  - D. Nothing contained in this Agreement shall create a contractual relationship between any Subcontractor or supplier of CONTRACTOR and COUNTY.
32. **SUPPLANTATION**  
 CONTRACTOR shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.
33. **ASSIGNMENT**  
 Neither Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Party. Any attempt to assign or transfer any interest without written consent shall be deemed void and of no force or effect.
34. **FORCE MAJEURE**  
 If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, pandemics, or other similar acts, such Party shall not be held liable for such failure to comply.
35. **GOVERNING LAW**  
 This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.



## 36. DISPUTES

- A. The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

## 37. ADMINISTRATIVE/CONTRACT LIAISON

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

## 38. CIVIL RIGHTS COMPLIANCE

## A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. CONTRACTOR will sign and date Attachment II 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.

### 39. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective six (6) business days after they are made in writing and deposited in the United States mail addressed as follows:

**COUNTY Address:**

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

**Invoices and other financial documents:**

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503  
[clientservicescontracts@rivco.org](mailto:clientservicescontracts@rivco.org)

**CONTRACTOR Address:**

ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C.  
9300 Lee Highway  
Fairfax, VA 22031

**CONTRACTOR Address:**

ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C.  
Wire Transfer information filed with Auditor Controller Office

### 40. SIGNED IN COUNTERPARTS

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



41. ELECTRONIC SIGNATURES

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

42. MODIFICATION OF TERMS

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 to be effective the following fiscal year.

43. ENTIRE AGREEMENT

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

Authorized Signature for CONTRACTOR <i>Cindy Ligon</i>	Authorized Signature for COUNTY <i>Jeff Hewitt</i>
Printed Name of Person Signing: Cindy Ligon	Printed Name of Person Signing: Jeff Hewitt
Title: Manager, Senior Contracts Administrator	Title: Chairman of the Board
Date Signed:  Aug 12, 2022	Date Signed:  Aug 31, 2022

Approved as to Form  
County Counsel Signature:

*Katherine Wilkins*

Katherine Wilkins, Deputy County Counsel

Date Signed: Aug 17, 2022

ATTEST:  
KECIA R. HARPER, Clerk

By: PRISCILLA A. RASSO  
DEPUTY



AUG 30 2022 3.53



Schedule A  
Payment Provisions

**A.1 MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS**

Total annual payments under this Agreement shall not exceed \$464,100.

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Effective upon execution through June 30, 2023	\$464,100
July 1, 2023 through December 31, 2023	\$232,050
<b>Total</b>	\$696,150

**A.2 EXPENSE AND UNIT OF SERVICE COST RATE**

Line-Item Budget Table – FFPSA Implementation Services

Budgeted Item	Hours	Annual Maximum Reimbursement
Project Management	168	\$27,300
Prevention Plan Development	1,700	\$216,300
Fiscal Consultation	1,030	\$132,500
Evaluation Consultation	500	\$70,000
<b>Total Labor</b>	3,398	\$446,100
Other Services & Travel		\$18,000
<b>Total</b>		\$464,100

**A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT**

A. CONTRACTOR shall be reimbursed based on actual expenses after CSD review and approval of original invoice. Payment may be delayed if the below required supporting documentation is not provided.

1. CONTRACTOR will provide the following supporting documentation along with its monthly invoice:

- (a) Monthly log of activities-(progress report) showing -hours spent for each of the above budgeted line item. Submission must be reviewed and approved by CSD before processing payment.
- (b) Other Services– schedule or statement of costs/allocation basis to DPSS Programs.
  - (1) Indicated as Other Services on invoice.
  - (2) Proof of payment. Include copy of check, general ledger, or credit card receipt
- (c) Travel – include mileage log sheet for mileage reimbursement and travel for the purpose of this contract.
- (d) For expenses claimed based on historical or budget estimates, Contractor shall reconcile these amounts to the actual expenditures annually within 60 days following the final billing period.

B. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.



- C. As applicable for payment requests, CONTRACTOR shall submit completed DPSS forms 2076A (**Contractor Payment Request**), and 2076B (**Contractor Expenditure Report**), attached hereto and incorporated herein as **Attachment III**.
- D. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.
- E. CONTRACTOR shall be liable to repay DPSS for all overpayments to which it is not entitled in accordance with CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300: AFDC-FC Payee, Payment and Delivery. An overpayment Demand Letter shall be issued to the CONTRACTOR for each rate reimbursement the CONTRACTOR has been overpaid. In the event the CONTRACTOR is non-responsive to the Demand Letter or become delinquent in making the agreed upon payments, DPSS shall reserve the right to take the necessary actions to recopy the overpayment, including, but not limited to placing the CONTRACTOR on Hold Status, removing the facility from COUNTY's approved Agency list, which will result in no future placement from COUNTY; and/or pursuing legal action.
- F. CONTRACTOR shall ensure that an independent fiscal audit is done annually. In the event that an audit is conducted by a Federal or State Auditor, an auditor employed by the CONTRACTOR, or otherwise, CONTRACTOR shall immediately provide a copy of the audit to COUNTY if the audit relates to any cost incurred under this contract.

#### **A.4 FINANCIAL RESOURCES**

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

#### **A.5 DISALLOWANCE**

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



**B.1 FFPSA – Implementation Support Services**1) Program Description:

As part of the Bipartisan Budget Act of 2018, which was signed into Public Law on February 9, 2018, the Family First Prevention Services Act (FFPSA) was enacted to turn the focus of the current child welfare system toward keeping children safely with their families to avoid the trauma that results when children are placed out of home care. The law provides families with greater access to mental health services, substance use treatment and improved parenting skills to prevent children from entering or re-entering foster care. The law also created the Title IV-E Prevention Services Clearinghouse, which consists of a comprehensive list of evaluated and tested prevention services and States can use Title IV-E funds towards FFPSA to prevent disruption within families.

2) Scope of Work:

Provide technical assistance and best practices for the Family First Prevention Services Act (FFPSA), and guidance on how to plan, implement and evaluate evidence-based solutions rated “promising”, “supported”, or “well-supported” to ensure effective prevention and family strengthening strategies.

3) Scope of Work Tasks:Task 1: Project Management

CONTRACTOR will work with DPSS to establish a prevention planning team including, key individuals from CONTRACTOR, DPSS, and relevant stakeholders. This team will manage and coordinate the creation of DPSS’s CPP. CONTRACTOR will also work with DPSS to establish a fiscal team to identify the needs and processes to draw down FFPSA title IV-E funds. CONTRACTOR will host one-hour monthly task status meetings to discuss accomplishments and planned activities.

Task 2: Comprehensive Prevention Plan Development

To opt into the Five-Year State Prevention Plan, CONTRACTOR shall assist in the development and documentation of a phased approach to implement selected evidence-based preventive services:

- 2.1 Readiness Assessment: To create the description of the outcome of the asset mapping and assessment needs and any capacity and readiness assessment completed by the County that inform the plan’s content, CONTRACTOR shall review the strategic plan and the community needs assessment and will incorporate these materials as the foundation of DPSS’s CPP.



- 2.2 Candidacy: DPSS will identify families that meet the criteria for preventive services that make referrals to the needed prevention services. CONTRACTOR shall identify the rationale for the selection of the candidacy population(s) to be prioritized and the services to be included in the plan.
- 2.3 Safety and Risk Assessments: CONTRACTOR shall develop a process for DPSS, in collaboration with community-based organizations, to monitor child safety, including conducting periodic risk assessments.
- 2.4 Integrated Core Practice Model: CONTRACTOR shall incorporate strategies for how the Integrated Core Practice Model aligns with DPSS's process of candidacy assessment, family engagement, service delivery and transitioning.
- 2.5 Stakeholder Engagement: CONTRACTOR shall create the County's governance structure and engagement strategies to ensure that the required cross-sector collaboration was utilized in decision making for the CPP. This shall include engagement of Indian tribes in cross-sector collaboration and input.
- 2.6 Workforce Training: CONTRACTOR shall collaborate with the County's training department and strategize on the type of training needed to implement DPSS's CPP and meet the workforce and training requirements for caseworkers under the state plan.
- 2.7 Sustainability: The CONTRACTOR's Change and Implementation Practice Model focuses on effective implementation which leads to sustainability, based on two essential conditions: (1) an understanding of organizational capacity to make lasting change; and (2) knowledge of how to put identified interventions into practice effectively.
- 2.8 Flexibility: CONTRACTOR shall ensure periodic updates provided by CDSS's Child Welfare Document notification system and any other state requirements are incorporated into DPSS's CPP.
- 2.9 Documentation of DPSS's CPP: Throughout the process, CONTRACTOR shall document the required components of the CPP. By January 6, 2023, CONTRACTOR shall complete a draft of the CPP and provide it to DPSS for review. DPSS shall have 10 business days to provide written feedback on any needed changes. CONTRACTOR will then have 5 business days to revise the version and submit it back to DPSS by January 27, 2023. DPSS will then submit it to the state by January 31, 2023.
- 2.10 Implementation Planning: CONTRACTOR shall create an implementation plan to implement DPSS's CPP, due to DPSS by June 30, 2023, consisting of a communication plan, required implementation timeframes and requirements, teaming structure, capacity building needs, and outcome evaluation plan.



Task 3: Fiscal Consultation

- 3.1 **Cost Allocation Methodologies and IV-E Examination:** CONTRACTOR shall provide expert consultation on coordination of funding between departments and identify modifications needed to accurately capture the services being claimed as part of FFPSA. Proper allocation and distribution of costs is necessary to ensure maximum federal return on DPSS's investment.
- 3.2 **Braided Funding Methodology:** Examining federal funding landscape shall provide an important opportunity for DPSS to evaluate how the flexibility created by FFPSA may enable redirecting of existing funding streams to services historically covered by community-based child abuse prevention or other federal fund sources.
- 3.3 **Fiscal Capacity Building:** CONTRACTOR, through June 30, 2023, shall consult with DPSS on fiscal claiming and creation of an invoicing process and plans to build capacity for IV-E maximization.

Task 4: Evaluation Consultation

- 4.1 **Logic Model:** CONTRACTOR shall create the logic model for DPSS's CPP which describes the activities and intended outcomes for children, youth, parents, caregivers and families. The model helps connect the goals of the cross-sector partnership for the state and federal legislation.
- 4.2 **Model Fidelity:** FFPSA requires that any evidence-based practices included in a prevention plan are done to model fidelity. CONTRACTOR shall identify a process for DPSS on how DPSS will assess a service provider's model fidelity and ensure those protocols are adhered to.
- 4.3 **Continuous Quality Improvement:** CONTRACTOR shall gather information to describe how agencies will ensure that required cross sector collaboration is engaged in ongoing monitoring of the FFPSA program and how their input will be incorporated into strategies for continuous quality improvement.
- 4.4 **Evaluation Capacity Building:** CONTRACTOR, through June 30, 2023, shall consult with DPSS on building capacity for the evaluation requirements by meeting with providers to identify how to improve processes for model fidelity to ensure continuous quality improvement.

4) Program Outcomes:

- A. A State approved five-year Comprehensive Prevention Plan for the FFPSA.
- B. Enhance service delivery and provide an effective support to the needs of families in building protective factors to increase child safety and well-being



- C. Ensure maximum federal return on DPSS's investment- via proper allocation and leveraging of funds.
- D. Improve collaboration, service delivery and client outcomes among County departments and community-based organizations through effective capacity building practices.

**B.2 DPSS Responsibilities:**

- 1) DPSS shall designate a liaison as a single-point-of-contact for the related services for this Agreement.
- 2) DPSS shall collaborate with the CONTRACTOR for any data collection, access to policies, procedures, tools and practice models, required to establish the required objectives and goals.
- 3) DPSS shall provide names and contact information for stakeholders including Juvenile Probation, Behavioral Health and Community-Based organizations necessary for the capacity building and collaboration efforts for the FFPSA.

**B.3 CONTRACTOR Responsibilities:**

- 1) CONTRACTOR shall develop the Comprehensive Prevention Plan in collaboration with the COUNTY according to the CDSS requirements for the CPP.
- 2) CONTRACTOR shall maintain in-depth knowledge and understanding of the child welfare system particularly in policy and program implementation as well as evidence-based practices and effective implementation and evaluation of these practices.
- 3) CONTRACTOR shall assist with capacity building among County departments and community-based organizations for collaboration and implementation of the FFPSA requirements.
- 4) CONTRACTOR shall provide policy-driven technical assistance to address the impact on cross-sector collaboration among family serving agencies.
- 5) CONTRACTOR shall provide training and coaching to DPSS staff and partners in the processes for implementing DPSS's CPP, including large group settings, unit trainings, and one-on-one agency trainings. Date, time and location of trainings will be mutually agreed upon by Contractor and DPSS staff and partners.
- 6) CONTRACTOR shall develop an asset map of the array of services currently offered, analyze status of FFPSA federal clearinghouse approval, and provide recommendations regarding service provision.
- 7) CONTRACTOR shall attend monthly or as scheduled stakeholders meetings to review accomplishments and discuss planned activities to ensure services are tailored to the FFPSA requirements.



- 8) CONTRACTOR shall provide fiscal consultation and recommendations to capture services costs in alignment with FFPSA requirements and CDSS instructions, and ensure revenue maximization, and provide training on the same.
- 9) CONTRACTOR shall maintain adequate staff to implement and meet the required services of this contract.
- 10) CONTRACTOR shall identify how DPSS will monitor child safety through periodic risk assessments, incorporate the Integrated Core Practice Model, and create a sustainability plan.

**B.4 REPORTING:**

- 1) CONTRACTOR shall provide DPSS-CSD a monthly progress report by the 15<sup>th</sup> day of the month for the previous month, with a detailed listing of items accomplished including a line-item price, to be attached to each monthly invoice.
- 2) CONTRACTOR shall develop a project management plan within thirty days of the contract effective date, to include detailed description of all project phases, deliverables and timelines.
- 3) CONTRACTOR shall provide an annual evaluation plan including data collection methodologies, challenges and opportunities, and recommendations to ensure effective service delivery, due 45 days after the close of the fiscal year.
- 4) CONTRACTOR shall send a training evaluation survey to staff after each training/coaching session and provide an aggregate data report of outcome of all training evaluation surveys.
- 5) CONTRACTOR shall provide Ad hoc reports as requested by DPSS-CSD.



ATTACHMENT I  
PII Privacy and Security Standards

## I. PHYSICAL SECURITY

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

- A. Secure all areas of the CONTRACTOR facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  1. Properly coded key cards
  2. Authorized door keys
  3. Official identification
- C. Issue identification badges to CONTRACTOR staff.
- D. Require CONTRACTOR staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the CONTRACTOR facilities and leased facilities where five hundred (500) or more individually identifiable 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 has 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 (2) hours and up to twenty-four (24) hours of discovery according to CCL regulations. The COUNTY contact for such notification is as follows:

Breaches 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



ATTACHMENT II  
Assurance of Compliance

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

ICF Incorporated, L.L.C. dba ICF Consulting, L.L.C  
NAME OF ORGANIZATION

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Aug 12, 2022

*Cindy Ligon*

Date

Director's Signature

9300 Lee Highway  
Fairfax, VA 22031

Address of CONTRACTOR  
(08/13/01)

CR50-Vendor Assurance of Compliance



ATTACHMENT III

DPSS 2076A, DPSS 2076B & Instructions

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

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

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

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

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

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

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

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

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

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

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



DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required).

invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

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

DPSS 2076A  
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

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

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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



