

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



**ITEM: 3.49  
(ID # 25061)**

**MEETING DATE:**  
Tuesday, June 25, 2024

**FROM :** PUBLIC SOCIAL SERVICES

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the form of the Master Agreement for CalWORKs Work Experience and Community Service Provider template; All Districts. [\$0]

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

1. Approve the form of the Master Agreement for CalWORKs Work Experience and Community Service Provider template (Attachment A);
2. Authorize the Director of DPSS, or designee, to execute individual, zero-dollar, CalWORKs Work Experience and Community Service Provider Agreements, substantially conforming in form and substance to the attached template and as approved by County Counsel, for CalWORKs Work Experience and Community Service, for five years through June 30, 2029; and
3. Authorize the Director of DPSS, or designee, and as approved by County Counsel, to sign amendments that exercise the options of the agreement including modifications of the scope of services that stay within the intent of the Agreement.

**ACTION:Policy**

  
Charity Douglas, DPSS Director

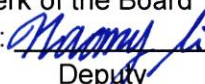
6/11/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 25, 2024  
xc: DPSS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 – 28/29	

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

**BACKGROUND:**

**Summary**

The California Work Opportunity and Responsibility to Kids (CalWORKs) Act became operative in 1998. The Welfare-To-Work Program is a comprehensive statewide employment program designed to enable participants to achieve self-sufficiency through employment. The intent of the Welfare-To-Work Program is to provide employment and training services to virtually all adult recipients.

The CalWORKs Work Experience Program provides CalWORKs Welfare-To-Work customers with training activities that provide basic job skills to improve their ability to compete in the job market. This is possible by entering into zero-dollar agreements with community business partners to provide on the job training to CalWORKs Welfare-To-Work clients for five years through June 30, 2029.

**Impact on Residents and Businesses**

The CalWORKs Work Experience Program provides much needed assistance to individuals and families who are currently in the Welfare-To-Work program and offers valuable services to the business community. It allows program participants immediate access to work experience, which increases their skills and connections to improve their employability and become self-sufficient. It also provides participants with gaining valuable experience and developing new skills in obtaining and retaining employment. The business communities benefit from the no-cost recruiting services.

**Additional Fiscal Information**

The authority to sign is only for CalWORKs Work Experience Program agreements which has no monetary amount associated, and no impact to the County General Fund.

**ATTACHMENT:**

- A. CalWORKs Work Experience and Community Service Provider Agreement Template

  
Erianria Lontajo, Principal Management Analyst 6/19/2024

  
Gregg Gu, Chief of Deputy County Counsel 6/11/2024

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

AGREEMENT: DPSS-TBD  
 PROVIDER: TBD  
 TERM OF AGREEMENT: Upon Date of Execution through June 30, 2029

This Agreement is made and entered upon execution by and between TBD, a California nonprofit corporation, (hereinafter referred to as "Provider") and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (hereinafter referred to as "County").

**WHEREAS**, pursuant to Assembly Bill 1542 (1997), DPSS is required to provide work activities, including unpaid Work Experience ("WEX") and Community Service opportunities, to CalWORKs Customers; and,

**WHEREAS**, Provider has represented that it is qualified to provide said WEX and Community Service opportunities ("Services"); and,

**NOW THEREFORE**, County and Provider do hereby covenant and agree that Provider shall provide said Services in accordance with the Terms and Conditions (hereinafter referred to as "T&C") attached hereto and incorporated herein by this reference.

<b>Authorized Signature for DPSS:</b>	<b>Authorized Signature for TBD:</b>
Printed Name of Person Signing: Charity Douglas	Printed Name of Person Signing: TBD
Title: Director, DPSS	Title: TBD
Address: 4060 County Circle Drive Riverside, CA 92503	Address: TBD
Date Signed:	Date Signed:

Approval as to Form  
 Minh C. Tran  
 County Counsel

By: \_\_\_\_\_  
 Katherine Wilkins  
 Deputy County Counsel

Date: \_\_\_\_\_

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List of Exhibits

- Exhibit A- Community Services/WEX Weekly Attendance/Assessment
- Exhibit B – WEX Position Request

List of Attachments

- Attachment I - PII Privacy and Security Standards
- Attachment II – Assurance of Compliance

## TERMS AND CONDITIONS

### I. DEFINITIONS

- A. “Anti-displacement” refers to not displacing or partially displacing of current employees, including, but not limited to, a reduction in hours of non-overtime and overtime work, wages, or employment benefits.
- B. “CalWORKs” is the acronym for the California Work Opportunity and Responsibility to Kids Act, which was established pursuant to Assembly Bill 1542 (1997), and codified in Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code beginning with Section 11200.
- C. “Customers” refers to CalWORKs Welfare-to-Work (WTW) participants.
- D. “DPSS” refers to the County of Riverside’s Department of Public Social Services which has administrative responsibility for this Agreement.
- E. “Provider” refers to the party described in the preamble paragraph on page 1 of the Agreement who will be providing Work Experience and Community Service opportunities to referred Customers.
- F. “Work Experience” (WEX) refers to a federally defined core Welfare-to-Work (WTW) training activity in the public or private sector under the close supervision of the activity provider that: helps provide basic job skills, enhances existing job skills in a position related to the Customer’s experience, or provides a needed community service that leads to unsubsidized employment. The State of California provides workers’ compensation coverage to recipients in Community Service programs and Work Experience activities.
- G. “Community Service” is an unpaid Welfare-to-Work activity that is temporary and transitional, is performed in the public or private nonprofit sector under the close supervision of the activity provider and provides Customers with basic job skills that can lead to unsubsidized employment while meeting a community need.

### II. DPSS RESPONSIBILITIES

DPSS shall:

- A. Assign DPSS personnel to be the liaison between DPSS and Provider.
- B. Identify Customers who are eligible to participate in Work Experience or Community Service opportunities.
- C. Provide prescreening for all Customers to include the following:
  - 1. Copy of a valid ID or Driver’s License.
  - 2. LiveScan

- D. Interview and refer Customers to Provider.
- E. Submit completed referral forms via a DPSS approved method notifying Provider of eligible Customers. All pertinent information, including hours of work shall be included on the form sent to Provider when a referral is made.
- F. Problem-solve and intervene with behavioral and/or work-related issues on behalf of the Customer.
- G. Maintain regular communication with Provider and provide an evaluation form for Provider's assigned staff to complete at regular intervals.
- H. Provide all necessary supportive services to the Customer.

### III. PROVIDER RESPONSIBILITIES

Provider shall:

- A. Assign Provider personnel to be the liaison between Provider and DPSS.
- B. Ensure compliance with the T&C outlined in this Agreement.
- C. Delegate staff to provide direct supervision of Customers performing the duties of the position as detailed in Exhibit B, "WEX Position Request" form (DPSS 4709), and consistent with the identified job skill(s) to be developed or enhanced. Exhibit B is attached hereto and incorporated herein by this reference.
- D. Review referral forms submitted by DPSS notifying Provider of eligible Customers.
- E. Coordinate the identification, placement, and support of each Customer in the classification and skill sets as outlined and agreed upon in the "WEX Position Request" form. Provider is responsible for preparing Customers to compete for comparable entry level positions by assigning the most appropriate activity.
- F. Recognize and agree that Customers are not employees of Provider and can be removed from the training assignment at any time for any reason. These Customers are not entitled to any paid benefits, including but not limited to sick leave or vacation leave.
- G. Notify DPSS when participation problems develop. If the Customer is released for any reason, notify DPSS liaison immediately to provide separation information.
- H. Ensure that referred Customers adhere to the agreed upon Work Experience/Community Service guidelines.
- I. Work with the Customer to determine his/her work schedule consistent with the predetermined amount of hours necessary to meet Welfare to Work requirements.
- J. Provide training to ensure the referred Customer is able to perform the assigned Work Experience or Community Service assignment duties.

- K. Provide mentoring to the Customer during the Work Experience or Community Service assignment and complete an evaluation form for each Customer to return to DPSS with sufficient detail to determine Customer's progress toward reaching the training goal(s).
- L. Schedule each Customer to work the number of hours identified on the referral form.
- M. Provide weekly attendance records and progress reports to DPSS to include specific days and times of attendance and related comments for each Customer using the "Community Services/WEX Weekly Attendance/Assessment" form (DPSS 3913) attached hereto and incorporated herein as Exhibit A.
- N. Comply with the antidisplacement provisions set forth in Welfare and Institutions Code Section 11324.6.

#### **IV. GENERAL PROVISIONS**

##### **A. TERM OF AGREEMENT**

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through June 30, 2029, unless terminated earlier or otherwise modified as provided for herein. Provider shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

##### **B. COMPENSATION**

This Agreement is for the mutual benefit of the parties in providing unpaid Work Experience and Community Service opportunities to Customers. DPSS is under no obligation to pay Provider, and no money will be exchanged between the parties in connection with this Agreement.

##### **C. TERMINATION**

1. DPSS may terminate this Agreement without cause upon thirty (30) calendar days written notice serviced upon Provider stating the extent and effective date of termination.
2. DPSS may, upon five (5) calendar days written notice, terminate this Agreement for Provider's default, if Provider refuses or fails to comply with the T&C of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.
3. After notice of termination, Provider shall (a) stop all work under this Agreement on the date specified in the notice of termination, and (b) transfer to DPSS and deliver in the manner as directed by DPSS any records, materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DPSS.

4. Provider's rights under this Agreement shall terminate upon dishonesty or willful and material breach of this Agreement by Provider; or in the event of Provider's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement.
5. DPSS's rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

#### D. CONFLICT OF INTEREST

Provider covenants that it, its employees, or its agents have no interest, including, but not limited to, other projects or contracts, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Provider's performance under this Agreement. Provider agrees to inform DPSS of all the Provider's interests, if any, which are or may be perceived as incompatible with DPSS's interests. Provider or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DPSS employees.

#### E. RECORDS AND INSPECTIONS

1. All performance, including services, workmanship, materials, facilities or equipment utilized under this Agreement shall be subject to inspection and test by DPSS or other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting Provider performance through any combination of on-site visits, inspections, evaluations and Provider self-monitoring. Provider shall provide adequate cooperation to any inspector or DPSS representative to permit him/her to determine the Provider's conformity with the T&C of this Agreement.
2. Provider shall maintain auditable books, records, documents, and other evidence relating to this Agreement for at least three (3) years from the last date of aid or services under this Agreement or until pending County, State and Federal audits are completed, whichever is later.

#### F. RELATIONSHIP OF PARTIES

Provider, for purposes relating to this Agreement, is an independent contractor. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the parties. It is understood and agreed by the parties that Provider in the performance of this Agreement is subject to the control or direction of DPSS merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

#### G. DISPUTE RESOLUTION

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 next senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the County of Riverside's Compliance Contract Officer



or Director of DPSS who shall furnish the decision in writing. Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall attend a mediation session in Riverside County before a neutral third-party mediator. The parties shall equally share the cost of mediation.

#### H. CIVIL RIGHTS COMPLIANCE

Provider shall adhere to the nondiscrimination provisions for Welfare-to-Work activities set forth in Welfare and Institutions Code Section 11322.62 in the performance of this Agreement, as well as the following:

##### 1. Assurance of Compliance

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

##### 2. Client Complaints

Provider 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 Provider’s personnel. Provider must distribute to social service clients that apply for and receive services, “Your Rights Under California Welfare Programs” brochure (Publication 13). For a copy of this brochure, visit the following website at:

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

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)

##### 3. Services, Benefits and Facilities

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

- a) Denying a participant any service or benefit or availability of a facility.
- b) 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.
- c) 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.

#### 4. Cultural Competency

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

#### I. COMPLIANCE WITH APPLICABLE LAWS

Provider shall comply with all applicable federal, state, and local laws and regulations. Provider shall comply with all applicable County of Riverside policies and procedures. In the event of a conflict between the aforementioned, Provider shall comply with the more restrictive law or regulation.

During the term of this MOU and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason .

#### J. NOTICES

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

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

**PROVIDER:** TBD

#### K. CONFIDENTIALITY

Provider shall maintain the privacy and confidentiality of all information which is acquired in connection with this Agreement. Provider shall comply with Welfare and Institutions Code Section 10850, CDSS MPP Division 19 regulations, and all other laws and regulations relating to privacy and confidentiality applicable to this Agreement.

#### L. PERSONALLY IDENTIFIABLE INFORMATION

1. Personally Identifiable Information (PII) for Customers is protected information. WEX status of a Customer must only be shared on a need-to-know basis. To the extent possible, do not refer to the terms, "WEX" or "WEX participant" or any term associating the Customer to any public assistance program.
2. 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 by performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and Provider may collect PII for such purposes, to the extent such activities are authorized by law.
3. Provider 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, 42 Code of Federal Regulations (CFR) Section 431.300 et seq., and 45 CFR 205.50 et seq., or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by County. Provider shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
4. Provider agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, Provider shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

#### M. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

#### N. INSURANCE

1. Without limiting or diminishing Provider's obligation to indemnify or hold the County of Riverside harmless, Provider shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.
  - a) Workers' Compensation:  
If Provider has employees as defined by the state of California, Provider shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
  - b) Commercial General Liability:  
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not

be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

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

2. General Insurance Provisions – All lines:

- a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside'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.
- b) The Provider must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions unacceptable to the County of Riverside, and at the election of the County of Riverside's Risk Manager, Provider's carriers shall either: (1) reduce or eliminate such self-insured retention as respects this Agreement with DPSS, or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c) Provider shall cause Provider's insurance carrier(s) to furnish the County of Riverside with either (1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and (2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside 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 of Riverside 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. Provider shall not commence operations until the County of Riverside 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.

- d) It is understood and agreed to by the parties hereto that Provider's insurance shall be construed as primary insurance, and the County of Riverside's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e) 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 of Riverside 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 Provider has become inadequate.
- f) Provider shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County of Riverside.
- h) Provider agrees to notify DPSS 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.

#### O. ASSIGNMENT

Provider shall not assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DPSS. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

#### P. WAIVER

Any waiver by DPSS of any breach of any one or more of the T&C of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DPSS to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the T&C or preventing DPSS from enforcement of the T&C of this Agreement.

#### Q. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California 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.

#### R. 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.

#### S. ELECTRONIC SIGNATURES

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

#### T. MODIFICATION OF T&C

No addition to or alteration of the T&C of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of an amendment to this Agreement which is formally approved and executed by both parties.

#### U. ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior or contemporaneous representations, proposals, discussions, communications, or agreements, of any kind or nature, whether oral or in writing.

Exhibit A

Riverside County  
Department of Public Social Services

**COMMUNITY SERVICES/  
WEX WEEKLY ATTENDANCE/ASSESSMENT**

**WEEK OF:**  
09/01/2014  
MO/DAY/YEAR

**Company Name:** ABC Company  
**Participant's Name:** Jane Doe  
**Case Number:** A555551

DAY	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Hrs. for Week
Date	9/1	9/2	9/3	9/4	9/5	9/6	9/7	
# of Hours	4.0	4.5	2.5	3.0	3	3	/	20

S  
A  
M  
P  
L  
E

**ASSESSMENT CHECKLIST**

EVALUATION ELEMENTS	EXCELLENT	GOOD	FAIR	POOR
Appearance	✓			
Attendance	✓			
Attitude	✓			
Customer Service		✓		
Follows Instructions	✓			
Completes Assignments		✓		
Works well with others		✓		
Shows Interest/Initiative	✓			

**PARTICIPANT STRENGTH**

This week, the participant performed well in the following areas:

*Works well with co-workers. Attendance is great!*

**TRAINING RECOMMENDATIONS**

Please make training recommendations for improvement and/or comments:

*Needs training/class in customer service.*

**PLEASE SIGN**

On-Site Supervisor

X Mary Smith 9/08/2014  
Signature Date  
Mary Smith (951) 555-1234  
PRINT NAME TITLE PHONE NUMBER

**RETURN FORM INSTRUCTIONS:**

- Give to Employee     Fax to: 951-555-1234
- Mail to: 123 County Street, Riverside, CA 92505

RVSD 3913 (REV. 6/12) CS/WEX Weekly Attendance



Exhibit B



**WEX POSITION REQUEST**

Provider: \_\_\_\_\_

Requested Position: \_\_\_\_\_ Openings: \_\_\_\_\_

Report to: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Live Scan Required:  YES  NO

	MON	TUE	WED	THU	FRI	SAT	SUN
HOURS							
TOTAL AVAILABLE HOURS							

Bilingual needed  YES  NO Language \_\_\_\_\_

Interview prior to acceptance  YES  NO

Duties:

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

Minimum Requirements:

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

Requestor's Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Info: Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Administrative Use Only	
WEX Request ID:	_____

Attachment I  
PII Privacy and Security Standards

## I. PHYSICAL SECURITY

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

- A. Secure all areas of the Provider 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 Provider staff.
- D. Require Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

Civil Rights Coordinator  
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**

TBD

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 GIVES 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 RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

\_\_\_\_\_  
Date

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

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