

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



**ITEM: 3.13
(ID # 29947)**

MEETING DATE:
Tuesday, March 10, 2026

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve the revised templates for Operating Subsidy Payment (OSP) and Capital Projects (CP) agreements; Approve the Deed Restriction Cancellation template; Authorize the delegation of signature authority to the Director of Public Social Services to execute Deed Restriction Cancellation form; Approve the delegation of signature authority to the Director of Public Social Services, or designee, to sign the Alternative Agreement included in both OSP and CP agreements as attachments; [Districts: All]; [Total Cost: \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the revised templates for Operating Subsidy Payment (OSP) and Capital Project (CP) agreements;
2. Approve the Deed Restriction Cancellation form;
3. Authorize the delegation of signature authority to the Director of Public Social Services to execute Deed Restriction Cancellation form; and
4. Approve the delegation of signature authority to the Director of Public Social Services, or designee, to sign the Alternative Agreement included in both OSP and CP agreements as attachments.

ACTION:Policy

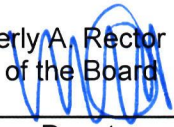

Charity Douglas, DPSS Director

2/25/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: March 10, 2026
xc: DPSS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment:	No
			For Fiscal Year:	22/23-28/29

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 6, 2022, the Board approved Item #3.16 to accept California Department of Social Services (CDSS) funding for the Community Care Expansion and Preservation (CCE) Program totaling \$6,621,335, with up to \$4,966,001 in additional compensation. The Community Care Expansion program was established by Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE preservation funds are divided into two components:

1. Operating Subsidy Payments (OSP) provides operating subsidies to existing licensed residential adult and senior care facility serving qualified residents.
2. Capital Projects (CP) provides capital funds to preserve eligible facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, and repairs needed to ensure facilities are compliant with licensing standards.

Subsequent CDSS allocations increased the Operating Subsidy Program (OSP) funding and the Capital Projects bringing total CCE funding to \$8,829,642.

On June 4, 2024, the Board approved Item #3.35 establishing templated agreements for OSP and CP. DPSS has executed nineteen (19) OSP agreements which include a Deed Restriction registered with the Assessor-Clerk-Recorder (ACR) Office.

The templated agreements for OSP and CP have been revised to provide updated forms and adjustments to the allocation methodology as advised by CDSS. The OSP payments are now established as a fixed, facility-level monthly amount, derived from an annual allocation rather than a per-resident rate. This methodology is consistent with CDSS guidance and is intended to more accurately reflect facility-level financial need, sustainability risk, and Qualified Resident participation.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Finally, the revised templates include an Alternative Agreement, which is intended to replace the Deed Restriction requirement. This Board Action includes delegation authority to the DPSS Director, or designee, to sign the Alternative Agreement.

Impact on Residents and Businesses

CDSS' CCE Program will provide needed funding for adult and senior residential care facilities in Riverside County to preserve them and avoid closure, as well as to increase the acceptance of new qualified residents, including the prioritized population of DPSS.

ATTACHMENTS:

- Attachment A: Revised Subrecipient Agreements for Capital Projects (CP) with Alternative Agreement**
- Attachment B: Revised Subrecipient Agreements for Operating Subsidy Payments (OSP) with Alternative Agreement**
- Attachment C: Deed Restriction Cancellation Form**

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE

AND

Subrecipient

FOR

COMMUNITY CARE EXPANSION (CCE) PRESERVATION PROGRAM – Operating Subsidy Payments (OSP)

THIS AGREEMENT is made and entered into by and between the County of Riverside (herein called the “COUNTY”) a political subdivision of the State of California and the licensed facility, [Name], an [Adult Residential Facility or Residential Care Facility for the Elderly], Community Care Licensing Division Facility Number – [Facility #], (herein called the “SUBRECIPIENT”).

WHEREAS, California Assembly Bill 172 (Chapter 696, Statutes of 2021) (“AB 172”) added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Community Care Expansion (CCE) Preservation Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the CCE Program.

WHEREAS, the primary objectives of the CCE Preservation OSP Program are to provide operating subsidy payments to preserve adult and senior care facilities that serve Supplemental Security Income (SSI), State Supplementary Payment (SSP), and Cash Assistance Program for Immigrants (CAPI) applicants and recipients, including those who are experiencing homelessness or at risk of homelessness.

WHEREAS, the COUNTY has been allocated funds from the State of California, California Department of Social Services (CDSS), Community Care Expansion Preservation Program.

WHEREAS, the COUNTY has determined that the SUBRECIPIENT meets the eligibility criteria identified in Section 6 below.

WHEREAS, the SUBRECIPIENT has submitted its application to the COUNTY for CCE Preservation Program funding of the OPERATING SUBSIDY PAYMENTS activities described herein, and said project is located within the County of Riverside.

NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

1. Definitions

- a. “AGREEMENT” refers to the terms and conditions, schedules, and attachments included herein.
- b. “CCLD” refers to the Community Care Licensing Division.
- c. “CDSS” refers to the California Department of Social Services.
- d. “COUNTY” refers to the County of Riverside.
- e. “OSP” refers to Operating Subsidy Payments, which are funds used to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility’s potential or projected operating deficits.
- f. “SUBRECIPIENT” refers to the applicant of the CCE Preservation Program funding a non-federal entity that receives a subaward from a pass-through entity to carry out a part of a federal program; but does not include an individual that is a beneficiary of such program.

2. Period of Performance

- a. This Agreement shall be effective upon DPSS issuing a Notice to Proceed to SUBRECIPIENT effective upon execution and continue through [June 30, 2027], unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. DPSS, at its sole discretion, may extend the term of this Agreement via written amendment.

3. Description of Services

- a. Pursuant to the requirements of the Community Care Expansion Preservation (CCE) Program and CDSS guidelines, SUBRECIPIENTS are to use their allocation of program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new “qualified residents” (defined below). Operating Subsidy Payments are intended to stabilize facility operations, prevent closures, and preserve beds serving SSI/SSP and CAPI populations.
 - i. A “qualified resident” is defined as applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. “Qualified resident” shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

4. Termination

- a. Termination without Cause
 - i. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- b. Termination for Default
 - i. Events of Default. COUNTY shall have the right, in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the SUBRECIPIENT, if any of the following events of default occur:
 - 1. SUBRECIPIENT no longer operates the property as a licensed Adult Residential Care Facility or Residential Care Facility for the Elderly;
 - 2. A transfer of the property occurs without the prior written consent of the COUNTY;
 - 3. SUBRECIPIENT refinances any debt that is secured by a lien on the property without the prior written consent of the COUNTY;
 - 4. SUBRECIPIENT commits a material breach of this Agreement that substantially impairs program integrity, financial accountability, or COUNTY’s ability to administer the Agreement;
 - 5. Any interference or obstruction by the SUBRECIPIENT that prevents the timely completion of the work;
 - 6. The property is mortgaged and the subrecipient defaults on their mortgage.
 - 7. Material failure to comply with program participation requirements, including sustained and intentional reduction of Qualified Resident participation inconsistent with the purpose of the CCE Preservation Program.
 - ii. Pattern of Noncompliance

A pattern of noncompliance, evidenced by three (3) written breaches or defaults by SUBRECIPIENT of the terms and conditions of this Agreement (whether the same or different) occurring within any twelve (12) month period, regardless of whether such breaches are corrected.
 - iii. Financial Insolvency

The SUBRECIPIENT files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the SUBRECIPIENT discontinues or dissolves its business or if a receiver is appointed for the SUBRECIPIENT or the SUBRECIPIENT’S business; or
 - iv. Financial Insecurity

SUBRECIPIENT fails to provide COUNTY with adequate assurances within a reasonable time that SUBRECIPIENT is financially solvent, or COUNTY determines that SUBRECIPIENT is financially insecure.

c. State-Directed Termination

Notwithstanding the foregoing, or anything to the contrary stated herein, COUNTY may terminate this Agreement upon thirty (30) days' notice if COUNTY is directed by CDSS to terminate this Agreement.

d. Effect of Termination

Upon termination of this Agreement for any reason, COUNTY shall not be liable for any commitments made by the COUNTY to any SUBRECIPIENT. COUNTY shall not be responsible for any additional disbursements of Program Funds after the termination date or for any damages to the SUBRECIPIENT as a result of such termination.

e. Request for Special Notice

The COUNTY will record a Request for Special Notice against the property pursuant to Civil Code 2924b.

5. Program Requirements

- a. Program funds shall only be disbursed by the COUNTY to SUBRECIPIENTS meeting all of the following criteria:
 - i. Be an existing licensed Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations;
 - ii. Currently serve at least one (1) qualified resident;
 - iii. Be in good standing with Community Care Licensing Division (CCLD) or certify that the operating subsidy funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statutes and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations.
- b. In addition to the criteria for Eligible Recipients set forth in Section 4.a., SUBRECIPIENTS of program funds for OSPs must also meet the following criteria:
 - i. Have a monthly or annual operating cash flow gap that places the facility at risk of closure or risk of reducing the number of beds for qualified residents.
 - ii. SUBRECIPIENT shall execute a legally enforceable Alternative Agreement with the COUNTY requiring that the Facility continue to provide licensed residential adult or senior care for a duration equal to the term during which Operating Subsidy Payments (OSP) are provided under this Agreement, in accordance with Welfare and Institutions Code section 18999.97(f).
 - iii. Agree to use Program Funds in accordance with the eligible uses and program requirements.

6. Eligible and Ineligible Uses of Program Funds for OSP

- a. Program Funds used for OSP may be used to cover operating costs associated with the day-to-day physical operation of the SUBRECIPIENT’s facility related to the qualified residents, including:
 - i. Covering costs of utilities, maintenance and repair, staff and payroll costs, marketing, leasing, taxes and insurance, office supplies, accounting, and strategic planning. Examples of eligible uses are set forth in section 205 of the [Notice of Funding Availability](#) (NOFA).
- b. Program Funds cannot be used for costs that are not related to operations, distributions to the facility owners, to pay tort or breach of contract claim liabilities, or to pay costs associated with a change of ownership. Additionally, Qualified Residents may not receive free or reduced amount for board/room or care or supervision. OSP funding must not supplant the Qualified Resident’s payment to the facility or supplant their board/room charge.

7. Non-Supplanting of Funds

- a. SUBRECIPIENT agrees that funds provided under this Agreement shall supplement, and not supplant, any other public or private funding received by SUBRECIPIENT, including but not limited to funds received from Riverside University Health System – Behavioral Health (RUHS-BH). Program Funds may not be used to replace, reduce or otherwise supplant any other funding sources supporting SUBRECIPIENT’s facility operations or services. SUBRECIPIENT shall ensure that Program Funds are applied solely to eligible uses as defined in Paragraph 6 of this Agreement. SUBRECIPIENT shall certify annually that CCE funds have not been used in a duplicative manner or substituted for other funding and shall maintain complete and accurate financial records subject to inspection or audit by COUNTY.

In the event SUBRECIPIENT uses the funds in violation of the supplantation requirements of this Agreement, SUBRECIPIENT shall, upon demand by COUNTY, immediately repay all misapplied funds. The rights and remedies set forth in this Section are cumulative and in addition to any other rights or remedies available at law or in equity.

8. Use Restrictions

- a. In consideration for the program funds, SUBRECIPIENT shall continue to serve Qualified Residents for the duration of the Program Grant Term.
- b. In addition, during the Program Grant Term, any transfer by SUBRECIPIENT shall be prohibited without the written approval of COUNTY in its sole discretion, except as otherwise set forth herein.
- c. Any transfer of the property by SUBRECIPIENT shall be subject to this Agreement.
- d. The term “Transfer” used herein shall mean the sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the property, including an unpermitted financing or refinancing of the property. Without limiting the generality of the foregoing, Transfer shall include:
 - i. A transfer by devise, inheritance or intestacy to a party who does not meet the definition of a licensed Adult Residential Facility or Residential Care Facility for the Elderly.
 - ii. A life estate
 - iii. Creation of a joint tenancy interest
 - iv. A gift of all or any portion of the property
 - v. Any voluntary conveyance of the propertyA refinance of any mortgage loan encumbering the property not approved in writing by the COUNTY. Transfer shall not include a Permitted Transfer.

9. Alternative Agreement

In satisfaction of the requirement under Welfare and Institutions Code section 18999.97(f), SUBRECIPIENT shall execute an Alternative Agreement with the COUNTY, substantially in the form attached as Exhibit B-1, which shall require SUBRECIPIENT to:

- a. Continuously operate the Facility as a licensed Adult Residential Facility or Residential Care Facility for the Elderly under Title 22 of the California Code of Regulations for the full duration that OSP funds are provided;
- b. Not change the use of the Facility, reduce licensed capacity, transfer ownership, or cease licensed operations without prior written approval of the COUNTY;
- c. Provide financial and operational information reasonably requested by the COUNTY to verify continued eligibility and appropriate use of OSP funds; and
- d. Acknowledge that violation of the Alternative Agreement constitutes a default under this Agreement and may result in termination, recapture of funds, or other remedies available at law or equity.

The Alternative Agreement shall be enforceable by the COUNTY and shall remain in effect for the full term that Operating Subsidy Payments are received, without requirement for recordation against the property.

10. Program Funds and Disbursement

- a. The COUNTY shall pay the SUBRECIPIENT for expenses incurred in accordance with the terms of Exhibit A, Payment Provisions. The 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 Exhibit A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement.
- b. For this Agreement, the invoices shall be sent to:

Department of Public Social Services
Program Development & Grants Management Unit
4060 County Circle Dr
Riverside, CA 92503
Email: cce@rivco.org
- c. In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.
- d. The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears.
- e. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, with no further force, and effect.
- f. CCE Program administrators or designees will submit invoice(s) to DPSS' MRU within three business-days upon approval for reimbursement processing.

11. Right of Access to Property

- a. Commencing upon the Effective Date and pursuant to the Right of Entry Agreement (Exhibit D), representatives of the COUNTY shall have the reasonable right of access to the property, upon 24 hours' written notice to SUBRECIPIENT (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees.

12. Inspections, Audits, and Record Retention

- a. COUNTY authorized representatives shall have the right to access any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the program funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the SUBRECIPIENT'S books and records, in addition to site inspections, as COUNTY deems appropriate.
- b. COUNTY authorized representatives may perform compliance reviews and review procedures and documents pertaining to the SUBRECIPIENT's compliance with the terms of this Agreement and Program Requirements.
- c. SUBRECIPIENT must agree to:
 - i. Provide to COUNTY authorized representatives, access to the SUBRECIPIENT'S records and facilities; and
 - ii. Cooperate with any desk reviews.
 - iii. Provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable.
 - iv. Report material changes, such as changes in key staff or litigation against SUBRECIPIENT, within thirty (30) days of such occurrence.

- d. The right to access records also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to the requested documents and/or information.
- e. The right to access records by COUNTY authorized representatives is not limited to the required retention period but lasts as long as the records are retained by SUBRECIPIENT.
- f. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter.
- g. The SUBRECIPIENT agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by the COUNTY by one of the following options:
 - i. The SUBRECIPIENT'S remittance to COUNTY the full amount of the audit exception within thirty (30) days following COUNTY request for payment; or
 - ii. A repayment schedule which is agreeable to COUNTY and SUBRECIPIENT. The COUNTY reserves the right to select which option described above shall be employed; and COUNTY shall notify the SUBRECIPIENT in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

13. Reporting Requirements

- a. The SUBRECIPIENT shall provide the COUNTY with the following reports:
 - i. Quarterly reports submitted within fifteen (15) days of the end of each quarter.
 - ii. An annual Program Fund Expenditure Report to be submitted not later than January 15th of each year for the prior calendar year.
 - iii. A final report to be submitted no later than forty-five (45) days after the final disbursement of the Program Funds to SUBRECIPIENT.
- b. In addition to the above reporting requirements, COUNTY and/or STATE may request additional reports and information necessary for COUNTY to monitor compliance with the Program Requirements.
- c. SUBRECIPIENT shall, comply with the requirements set forth in Exhibit C – The California Department of Social Services Confidentiality and Information Security Requirements.

14. Conduct of Subrecipient

- a. The SUBRECIPIENT covenants that it presently has no interest in, 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 SUBRECIPIENT's performance under this Agreement. The SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. The SUBRECIPIENT agrees to inform the COUNTY of all the SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- b. The SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in accomplishing the work under this Agreement.
- c. The SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

15. Licensing and Permits

- a. SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside, and

all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

16. Non-Discrimination

- a. SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

17. Indemnification

- a. The SUBRECIPIENT shall indemnify and hold harmless the COUNTY, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage, or action based or asserted upon any act or omission of SUBRECIPIENT relating to this Agreement, including but not limited to property damage, personal injury, or death.
- b. This Agreement shall be governed by the laws of the State of California. Venue shall be in a courtroom of competent jurisdiction in Riverside County, and the parties waive any provision of law providing for a change of venue to another location.

18. Subrecipient Certifications

- a. The SUBRECIPIENT certifies the following:
 - i. SUBRECIPIENT provided true and accurate information on program documents and to COUNTY and has not misrepresented SUBRECIPIENT's eligibility for the CCE Program;
 - ii. SUBRECIPIENT has notified SUBRECIPIENT'S insurance company about the rehabilitation work to be performed pursuant to this Agreement; and
 - iii. SUBRECIPIENT (including the undersigned representative of SUBRECIPIENT, if any) has full power, authority, and legal right to execute this Agreement.
 - iv. SUBRECIPIENT hereby represents and warrants that neither the execution and delivery of this Agreement, including any attachments hereto or documents related to this Agreement nor the incurrence of the SUBRECIPIENT'S obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which SUBRECIPIENT is a party.

19. Enforcement

- a. This Agreement is intended to ensure that the licensed facility is used and operated consistent with this Agreement and that the COUNTY makes an operating subsidy payment available to the SUBRECIPIENT. Therefore, this Declaration may be enforced by the County. If the COUNTY determines there is a violation, or threatened violation, of this Agreement or the Program, then the COUNTY will provide the SUBRECIPIENT written notice of such violation and demand for corrective action sufficient to cure the violation. If a violation is not cured within 30 days after the receipt of written notice and demand, or if the cure reasonably requires more than 30 days to complete and the SUBRECIPIENT fails to begin the cure within the 30-day period or fails to continue diligently to complete the cure, then the COUNTY may bring an action to enforce compliance with the terms of this Agreement, to receive a return of all or part of any Program funds, including any interest, to recover any damages, or for other remedies allowed by law or equity. All reasonable costs incurred in enforcing

the terms of this Agreement, including, but not limited to, costs of suit and attorneys' fees, shall be borne by the violator to the extent allowable by law. Enforcement of the terms of this Agreement shall be at the discretion of the COUNTY, and any forbearance to exercise rights of enforcement under this Agreement in the event of any breach hereof shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

20. Counterparts; Electronic Signatures

- a. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this document.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Subrecipient

By: _____

By: _____

Name: Charity Douglas

Name:

Title: Director of DPSS

Title:

Date: _____

Date: _____

Approved as to Form

Minh C. Tran

County Counsel

By: _____

Katherine Wilkins

Deputy County Counsel

Date: _____

Exhibit A – Payment Provisions

A. MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to SUBRECIPIENT shall not exceed the maximum annual amount established by COUNTY for the applicable fiscal year.

The maximum annual amount is derived from COUNTY's Operating Subsidy Allocation Methodology, which applies standardized criteria across participating facilities and considers, among other factors: facility-level operating expenses and revenue; operating reserves; the number and proportion of Qualified Residents (QRs) served; and overall financial sustainability indicators consistent with the Community Care Expansion (CCE) Preservation Program.

Payment of funds is contingent upon:

- Availability of program funds;
- SUBRECIPIENT's continued eligibility under the CCE Preservation Program; and
- SUBRECIPIENT's compliance with all Agreement requirements.

SUBRECIPIENT agrees to prioritize admission and retention of Qualified Residents while receiving OSP funds and shall not take actions intended to materially reduce Qualified Resident participation for financial advantage. OSP payments are intended to stabilize facilities that actively serve Qualified Residents; they are not intended to subsidize facilities that materially reduce SSI/SSP participation while retaining funding.

No obligation shall arise for COUNTY to pay amounts in excess of the maximum annual allocation.

B. UNIT OF SERVICE/COST RATE

SUBRECIPIENT shall receive a fixed monthly operating subsidy amount, calculated as one-twelfth (1/12) of the COUNTY-approved annual allocation.

The monthly operating subsidy amount:

- Is established at the start of the fiscal year;
- Remains fixed for the duration of the fiscal year unless amended by COUNTY; and
- Is intended to support overall facility operations serving Qualified Residents, rather than reimburse costs on a per-resident basis.

COUNTY reserves the right to reevaluate payment amounts if SUBRECIPIENT's Qualified Resident composition materially changes in a manner inconsistent with the baseline assumptions used to establish the annual allocation.

C. QUALIFIED RESIDENT MAINTENANCE REQUIREMENT

As a condition of continued payment under this Agreement, SUBRECIPIENT must maintain at least one (1) Qualified Resident in residence during each month of the Agreement term.

Payments under this Agreement are based on SUBRECIPIENT's baseline Qualified Resident capacity as represented during the allocation year.

A sustained and material reduction in Qualified Resident participation below this baseline may result in payment reduction, suspension, or corrective action, at COUNTY's discretion.

For purposes of this Agreement, a sustained and material reduction may include, but is not limited to, a reduction that:

- Exceeds one (1) Qualified Resident or twenty percent (20%) of the baseline Qualified Resident level; and
- Persists for two (2) consecutive months.

COUNTY retains sole discretion to determine whether changes in Qualified Resident participation warrant corrective action, taking into account normal resident turnover and operational circumstances.

D. CONTINGENCY FUNDING

SUBRECIPIENT understands and accepts that:

- All payments are subject to funding availability; and
- COUNTY may suspend or adjust payments if program requirements are no longer met.

SUBRECIPIENT remains responsible for promptly notifying COUNTY of any changes affecting Qualified Resident status or facility eligibility.

E. METHOD, TIME, AND CONDITIONS OF PAYMENT

SUBRECIPIENT shall submit monthly invoices for review, approval, and acceptance by the CCE Administrator or designee prior to payment. COUNTY may delay payment if required documentation is incomplete or Agreement requirements are not met.

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.

As applicable for payment requests, SUBRECIPIENT shall submit completed DPSS Forms 2076A, 2076B (if required) (Exhibit E) along with a monthly roster of Qualified Residents residing at the facility for purposes of verifying program eligibility and compliance. The roster shall include, at a minimum: First Name, Last Name, Middle Initial, Date of Birth, and Current Status (e.g., active, admitted, discharged). Submission of the roster does not constitute a request for per-resident reimbursement and shall not affect the fixed monthly subsidy amount, except as necessary to confirm continued eligibility under the Agreement.

Estimated invoices for May and June are due no later than June 5. Final invoices for May and June are due no later than July 30.

F. CLIENT SHARE OF COST

SUBRECIPIENT shall not charge any client under this Agreement unless it has been determined by COUNTY that the client has a share of cost liability. In those cases where the client owes a share of cost, SUBRECIPIENT shall be responsible for collecting the share of cost from the client.

G. CONSUMER PRICE INDEX

Any annual adjustment to the operating subsidy amount shall be subject to:

- COUNTY approval;
- Funding availability; and
- Consistency with applicable CDSS guidance and fiscal controls.

Adjustments, if approved, must be executed through a written amendment to this Agreement. No retroactive adjustments shall be permitted.

H. FINANCIAL RESOURCES

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

I. DISALLOWANCE

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

Exhibit B - Alternative Agreement

This Alternative Agreement ("Agreement") is entered into on [Date] by and between the County of Riverside ("County") and [Name of Facility Operator or Owner] ("Subgrantee") regarding the property located at [Property Address] ("Property"). This Agreement is executed in satisfaction of the requirement in Welfare and Institutions Code section 18999.97 that the Property provide licensed residential care for the duration of the capitalized operating subsidy reserve ("Reserve Term").

Subgrantee agrees, represents and warrants that it will comply with the following:

- A. This Agreement shall remain in effect for the duration that OSP funds are received from the date of execution, or the full term of the reserve, whichever is longer. The Subgrantee shall continuously operate the Property as a licensed residential adult or senior care facility under Title 22 of the California Code of Regulations during the Term. Subgrantee shall not change the use of the Property, reduce the number of licensed beds, or cease licensed operations without the prior written consent of the County.
- B. On at least an annual basis, Subgrantee shall provide all information necessary to allow the County to verify that OSP funds remain necessary to sustain the Facility and are not being misused. Such information shall include, but is not limited to, access to financial statements, credit ratings, and any past or current financial guarantees.
- C. Subgrantee's financial records shall be reviewed annually by the County to ensure that all funds received pursuant to this Agreement continue to be needed by the Facility and that the Facility is not missing funds. Subgrantee shall promptly comply with all requests by the County for access to financial records in order to complete this review.
- D. At any time during the term of this Agreement, the County may request from Subgrantee collateral for the funds received pursuant to this Agreement from either funds of the Subgrantee or a third party. Collateral may include, but is not limited to, other real estate holdings, personal property, investments, savings, cash flow, and other assets. Subgrantee shall comply with all requests for collateral within 60 days of the request.
- E. The COUNTY shall have the right to enforce this Agreement through specific performance, injunction, or any other equitable remedy available at law. The Subgrantee acknowledges that violation of this Agreement constitutes a default under the CCE Program award, and the County may seek recovery of funds or other remedies.
- F. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns, and remains enforceable even if ownership or operation of the Property changes, provided that the new operator assumes these obligations in writing.
- G. Subgrantee has had the opportunity to have an attorney review this Agreement.
- H. The signatory of this has the authority to enter into this Agreement on behalf of Subgrantee and the Facility.
- H. The terms of this Agreement shall remain in force and effect for the duration of the Agreement and while funds are received pursuant thereto.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Subrecipient

By: _____

By: _____

Name: Charity Douglas

Name:

Title: Director of DPSS

Title:

Dated: _____

Dated: _____

**The California Department of Social Services
Confidentiality and Information Security Requirements
County - v 2019 01**

This Confidentiality and Information Security Requirements – Attachment C (hereinafter referred to as “this Exhibit” or “Attachment C”) sets forth the information security and privacy requirements County is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by County, pursuant to the Agreement in which this Attachment is incorporated. CDSS, BDO USA and County desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

I Order of Precedence. With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and BDO USA.

II. Effect on lower tier transactions. The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). County shall incorporate the contents of this Attachment into each lower tier transaction.

III. Confidentiality of Information.

a. **DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information:

- i. “Confidential Information” is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*) or has restrictions on disclosure in accordance with other applicable state or federal laws.
- ii. “Sensitive Information” is information maintained by CDSS which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS’ fiscal resources and operations).
- iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure, and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).
- iv. “Breach” is
 1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29(f).

- v. "Information Security Incident" is
1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.
- b. CDSS CSP which may become available to County as a result of the implementation of the Agreement shall be protected by County from unauthorized access, use, and disclosure as described in this Attachment.
- c. County is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
 - Information Practices Act – California Civil Code section 1798 *et seq.*
 - Public Records Act – California Government Code section 6250 *et seq.*
 - California Penal Code section 502, 11140–11144, 13301–13303
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50
 - Unemployment Insurance Code section 14013
- d. **EXCLUSIONS.** "Confidential Information," "Sensitive Information," and "Personal Information" (CDSS CSP) does not include information that:
- i. is or becomes generally known or available to the public other than because of a breach by County of these confidentiality provisions;
 - ii. already known to County before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to County from a third party except where County knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by County without reference to CDSS CSP.

III. County Responsibilities.

- a. **TRAINING.** County shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:
- i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, Penal Code section 502 and other state and federal laws;

- iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.
- b. **USE RESTRICTIONS.** County shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. **DISCLOSURE OF CDSS CSP.** County shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. **SUBPOENA.** If County receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, County
- will immediately notify the BDO USA Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by County's responsible unit for handling subpoenas and court orders.
- e. **INFORMATION SECURITY OFFICER.** County shall designate an Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.
- f. **REQUESTS FOR CDSS CSP BY THIRD PARTIES.** County shall promptly transmit to the BDO USA Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- g. **DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING.** County shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. **RETURN OR DESTRUCTION OF CDSS CSP ON EXPIRATION OR TERMINATION.** Upon expiration or termination of the Agreement between County and BDO USA, or upon a date mutually agreed upon by the Parties following expiration or termination, County shall return or destroy CDSS CSP. If return or destruction is not feasible, County shall provide a written explanation to the BDO USA Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform County in writing of any additional terms and conditions applicable to the retention of CDSS CSP.
- i. **RETENTION REQUIRED BY LAW.** If required by state or federal law, County may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- j. **RECORDS RETENTION.** Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three years after final payment has been made under the terms of this Agreement, or until all pending county, State and federal audits are

completed, whichever is later. County agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Upon request, the County shall promptly make these materials and records available to the State or its representative including the State Auditor.

County agrees to allow the State or its representative access to such records

during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to this Agreement.

k. **OBLIGATIONS CONTINUE UNTIL RETURN OR DESTRUCTION.**

County's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas, shall continue until County returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided, however, that on expiration or termination of the Agreement between County and BDO USA, County shall not further use or disclose CDSS CSP except as required by state or federal law.

l. **NOTIFICATION OF ELECTION TO DESTROY CDSS CSP.** If County elects to destroy CDSS CSP, County shall certify in writing, to the BDO USA Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.

m. **BACKGROUND CHECK.** Before a member of County's workforce may access CDSS CSP, County must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. County shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.

n. **CONFIDENTIALITY SAFEGUARDS.** County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. County shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of County's operations and the nature and scope of its activities, including at a minimum the following safeguards:

i. **General Security Controls.**

1. **Confidentiality Acknowledgement.** By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, County acknowledges that the information resources maintained by CDSS and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.
2. **Workstation/Laptop Encryption.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.

3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
7. **Antivirus Software.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** To correct known security vulnerabilities, County shall install security patches and updates in a timely manner on all County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on County's risk assessment of such patches and updates, the technical requirements of County's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
9. **User IDs and Password Controls.** All users must be issued a unique username for accessing CDSS CSP. County's password

policy must be based on information security best practices for password length, complexity, and reuse.
10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. **System Security Controls.**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.
2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail

must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

4. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP by County outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.
6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. **Audit Controls.**

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. **Business Continuity/Disaster Recovery Controls.**

1. **Disaster Recovery.** County must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP 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.
2. **Data Backup Plan.** County must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. **Paper Document Controls.**

1. **Supervision of Information.** CDSS CSP 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. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. **Escorting Visitors.** Visitors to areas where CDSS CSP are contained shall be escorted, and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross-cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of County except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that County confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if County's fax number changes, and maintains fax machines in a secure area.
6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

IV. **Information Security Incidents and/or Breaches of CDSS CSP.**

a. **CDSS CSP Information Security Incidents and/or Breaches Response**

Responsibility. County shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) section 5340, Information Security Incident Management, including, but not limited to, taking:

- i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. **Discovery and Notification of Information Security Incidents and/or**

Breaches of CDSS CSP. County shall notify the BDO USA Project Director and CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow County to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

- ##### c. **Isolation of System or Device.**
- A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. County will notify CDSS and BDO USA within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and BDO USA informed as to the investigation until resolution of the vulnerability is completed.

- d. **Investigation of Information Security Incidents and/or Breaches.** County shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and County shall cooperate fully in such investigations. County is not required to disclose their un-redacted confidential, proprietary, or privileged information. County will keep CDSS fully informed of the results of any such investigation.
- e. **Updates on Investigation.** County shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the BDO USA Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between County and the BDO USA Program Director/CDSS Information Security and Privacy Officer. County is not required to disclose their unredacted confidential, proprietary, or privileged information.
- f. **Written Report.** County shall provide a written report of the investigation to the BDO USA Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. County is not required to disclose their unredacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
 - i. County point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
 - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
 - v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
 - vi. A description of the probable causes of the improper use or disclosure;
 - vii. Whether Civil Code sections 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches, are triggered; and
 - viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.
- g. **Cost of Investigation and Remediation.** Per SAM section 5305.8, County shall be responsible for all direct and reasonable costs incurred by BDO USA or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from County's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review or destruction, or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, BDO USA staff time, CDSS staff time, material costs,

postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

- V. **Contact Information.** To direct communications to the above-referenced BDO USA and CDSS staff, County shall initiate contact as indicated herein. BDO USA and CDSS reserve the right to make changes to the contact information below by giving written notice to County. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

BDO USA Project Director	CDSS Information Security & Privacy Officer
See Summary Cover Sheet of the Program Funding Agreement for BDO USA Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

- VI. **Audits and Inspections.** CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. County shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the BDO USA Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or BDO USA inspects, or fails to inspect, or has the right to inspect, does not relieve County of its responsibility to comply with this Attachment.
- VII. **Amendment.** The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.
- VIII. **Interpretation.** The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- IX. **Termination.** An Information Security Incident and/or Breach of CDSS CSP by County, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between County and BDO USA and grounds for immediate termination of the Agreement.
- X. **CDSS Confidentiality and Security Compliance Statement.**

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT V 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following: the California Welfare and Institutions Code § 10850, Information Practices Act – California Civil Code § 1798 *et seq.*, Public

Records Act – California Government Code § 6250 *et seq.*, California Penal Code § 502, 11140–11144, 13301–13303, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

Project Representative _____

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: __ Date Signed: ____

READ and ACKNOWLEDGED: Information Security Officer
(or authorized official responsible for business’ information security program)

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: __ Date Signed: ____

Exhibit D – Right of Entry Agreement

[INSERT GRANTOR NAME] (“Grantor”)

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Public Social Services ("County")

PROJECT: Community Care Expansion

Preservation Program

APN(s): [insert]

FACILITY: [insert]

PHONE NO.: [insert]

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("ROE") is made and entered into this _____ day of _____, 20____, ("Effective Date") between [INSERT GRANTOR INFORMATION] ("Grantor"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Public Social Services ("County"). Grantor and County are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor is the [address how the Grantor has rights to the property i.e. owner, lessee] of certain real property known a portion of Assessor's Parcel Number(s) [insert] as depicted in Exhibit A, attached hereto and incorporated herein by reference, ("Property"), and has the right to grant to County permission to enter upon the Property; and

WHEREAS, as part of the Grantor's receipt of funds from the Community Care Expansion Preservation Program ("Program"), County, and its representative(s), [1] Grantor must use the funds for physical repairs and upgrades on the Property or to fund repairs needed to ensure the Property is compliant with licensing standards [OR] [2] Grantor must use its allocation of Program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new qualified residents by providing operating subsidy payments with the goal of preventing closures and preserving beds in existing facilities; and

WHEREAS, the County and its representative(s) [1] must inspect the work being performed pursuant to the Program [OR] [2] may need access to the Property to verify the funds are being utilized pursuant to the Program; and

WHEREAS, County desires to obtain Grantor's permission to enter upon and use the Property, on a temporary basis, for the purpose of ingress and egress and to verify and confirm the information referenced above.

NOW, THEREFORE, Grantor and County do hereby agree as follows:

AGREEMENT

1. Right of Entry: Grantor hereby grants to County and its agents, employees and contractors the temporary right to enter onto the Property for the purpose ingress and egress for the purposes of [1] inspecting the work being performed pursuant to the Program [or] [2] conducting an inspection of the Property to verify and confirm that the funds are being utilized pursuant to the Program. This inspection may include the taking of photographs and/or video of the Property for purposes of the inspection.

2. Term: The term of this Right of Entry Agreement shall commence on the Effective Date. This ROE shall terminate five (5) years from the date of commencement. If either party needs to extend the term, the parties shall have the right to do so by written amendment. Grantor shall not grant any rights inconsistent with the reasonable exercise by County of its rights under this ROE.

3. Notice of Work: Prior to any entry upon the Property for any of the purposes herein above set forth, County shall notify the authorities in charge named below by written and/or oral notice at least twenty-four (24) hours prior to entry.

Name:

Address:

Phone:

4. Liens: County shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialman's contractors' or subcontractors' liens with the regard to County's actions upon the Property.

5. Hold Harmless: Grantor 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 Grantor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Grantor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Grantor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Grantor, Grantor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment,

settlement or compromise in no manner whatsoever limits or circumscribes Grantor's indemnification to Indemnitees as set forth herein.

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

6. Access Interference: Access by the County will not interfere with the rights of any other parties that are occupying or using the Property.

7. Compliance with Laws: County shall, in all activities undertaken pursuant to this ROE, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, County, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities County desires to conduct or have conducted pursuant to this ROE.

8. Entire ROE: This ROE is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this ROE contains the entire agreement of the Parties, and that the terms of this ROE are contractual and not a mere recital. Any ambiguity in the ROE or any of its provisions shall not be interpreted against the party drafting the ROE.

9. Warranty of Authority: The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this ROE and the attendant documents provided for herein, and this ROE and said additional documents are, accordingly, binding on said person or entity.

10. Choice of Law: This ROE will be governed and construed by the laws of the State of California.

11. Venue: Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this ROE shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic

signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

13. Modification: The ROE shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry Agreement on the date first above written.

Date: _____

COUNTY:

COUNTY OF RIVERSIDE, a political

Subdivision of the State of California

GRANTOR:

[Insert information]

By: _____

Bryson Arnold, Facilities Manager

Department of Public Social Services

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

Minh C. Tran, County Counsel

By: _____

Katherine Wilkins

Deputy County Counsel

DC:sc/1092023/XXXX/30.880

Exhibit E – 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 \$ _____
(if allowed by Contract/MOU)

☐ Actual Payment \$ _____
(Same amount as 2076B if needed)

☐ Unit of Service Payment \$ _____

_____ (# of Units) x _____ (Unit Price) = (\$)

_____ (# of Units) x _____ (Unit Price) = (\$)

_____ (# of Units) x _____ (Unit Price) = (\$)

_____ (# of Units) x _____ (Unit Price) = (\$)

_____ (# of Units) x _____ (Unit Price) = (\$)

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

Name Phone Number

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

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

MRU Authorization Date

Amount Authorized

Invoice Number

PO Number

DPSS 2076A (9/19) CONTRACTOR PAYMENT REQUEST

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.

Deed Restriction Cancellation Form

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

County of Riverside
Department of Public Social Services
Program Development and Grants
Management

AND WHEN RECORDED MAIL TO:

Program Development & Grants Management
Unit
4060 County Circle Dr.
Riverside, CA 92503

THIS SPACE FOR RECORDER'S USE
ONLY

TERMINATION OF DECLARATION OF RESTRICTIONS (DEED RESTRICTION)

Welfare and Institutions Code section 18999.97

This Termination of Declaration of Restrictions (Deed Restriction) ("Termination") is made and entered into this ____ day of _____, 20, by and between the County of Riverside, a political subdivision of the State of California ("County"), and the undersigned property owner(s) ("Owner").

RECITALS

A. Owner entered into that certain Declaration of Restrictions (Deed Restriction) ("Deed Restriction") dated _____, and recorded on _____, as Instrument No. _____ in the Official Records of Riverside County, California.

B. The Deed Restriction encumbered the real property located at _____, within the City of _____, County of Riverside, State of California hereto and incorporated herein by this reference ("Property").

C. The Deed Restriction was executed pursuant to Welfare and Institutions Code Section 18999.97 in connection with the Community Care Expansion Preservation Program - Operating Subsidy Payments (OSP) and required the Property to operate as a licensed adult residential facility ("ARF") or residential care facility for the elderly ("RCFE") for the duration of funding provided under said Program.

D. The County has determined that the Deed Restriction is no longer required to remain in effect.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby declares and agrees as follows:

1. Termination of Deed Restriction.

Effective upon the date of recordation of this Termination in the Official Records of Riverside County, the Deed Restriction described above, and all covenants, conditions, restrictions, obligations, and liabilities contained therein, are hereby released, cancelled, and of no further force or effect as to the Property.

2. Release of Encumbrance.

The Property shall hereafter be free and clear of the Deed Restriction, and the County disclaims any further right, title, or interest under said Deed Restriction.

3. Recordation.

This Termination shall be recorded in the Official Records of Riverside County, California, and shall constitute notice to all successors and assigns of title to the Property that the Deed Restriction is hereby terminated and released.

IN WITNESS WHEREOF

The County of Riverside has executed this Termination of Declaration of Restrictions (Deed Restriction) as of the date first written above.

COUNTY OF RIVERSIDE

a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

Minh C. Tran

County Counsel

By: _____

Katherine Wilkins

Deputy County Counsel IV

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
personally appeared

(insert name and title of the officer)

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE

AND

Subrecipient

FOR

COMMUNITY CARE EXPANSION (CCE) PRESERVATION SERVICES – Capital Projects

THIS AGREEMENT, is made as of the date last below written between the County of Riverside, a political subdivision of the state of California (herein called the "COUNTY") and the licensed facility, [Name], an [Adult Residential Facility or Residential Care Facility for the Elderly], Community Care Licensing Division Facility Number – [Facility #](herein called the "SUBRECIPIENT").

WHEREAS, California Assembly Bill 172 (Chapter 696, Statutes of 2021) ("AB 172") added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Community Care Expansion (CCE) Preservation Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the CCE Program.

WHEREAS, the primary objectives of the CCE Preservation Program are to provide funding for rehabilitation to preserve residential adult and senior care facilities that serve Supplemental Security Income (SSI), State Supplementary Payment (SSP), and Cash Assistance Program for Immigrants (CAPI) applicants and recipients, including the prioritized population of qualified residents who are experiencing or at risk of homelessness.

WHEREAS, the COUNTY has been allocated funds for capital projects from the State of California, California Department of Social Services (CDSS), Community Care Expansion (CCE) Preservation Program. Funds can only be applied to physical repairs and upgrades on an approved facility's property or to fund repairs needed to ensure facilities are compliant with licensing standards.

WHEREAS, the COUNTY has determined that the SUBRECIPIENT meets the eligibility criteria identified in Section 6 below.

WHEREAS, the SUBRECIPIENT has submitted its application to the COUNTY for CCE Preservation Program funding of the CAPITAL PROJECTS activities described herein, and said project is located within the County of Riverside.

NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

1. Definitions

- a. "Adult Residential Facility" (ARF) refers to any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4 of Title 22 of the California Code of Regulations Section 80001.
- b. "AGREEMENT" refers to the terms and conditions, schedules, and attachments included herein.
- c. "California Prevailing Wage" refers to the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.
- d. "CAPITAL PROJECTS" physical repairs and upgrades on an approved facility's property or to fund repairs needed to ensure facilities are compliant with licensing standards.
- e. "CCLD" refers to Community Care Licensing Division.

- f. "CDSS" refers to the California Department of Social Services.
- g. "COUNTY" refers to the County of Riverside.
- h. "Effective Date" refers to date of execution.
- i. "Residential Care Facility For The Elderly" (RCFE) refers to a housing arrangement chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents, in accordance with Title 22 of the California Code of Regulations Section 87101."
- j. "SUBRECIPIENT" refers to the applicant of the CCE Preservation Program funding a non-federal entity that receives a subaward from a pass-through entity to carry out a part of a federal program; but does not include an individual that is a beneficiary of such program.

2. Period of Performance

- a. This Agreement shall be effective upon execution ("Effective Date") and continue through September 30, 2028, unless terminated earlier. SUBRECIPIENT shall commence construction performance upon issuance of a written Notice to Proceed from COUNTY and shall complete the work in accordance with Sections 8 and 15 of this Agreement. Notwithstanding completion of construction, SUBRECIPIENT shall remain subject to all reporting, audit, use, and compliance obligations through September 30, 2028.

3. Description of Services

- a. Pursuant to the requirements of the Community Care Expansion (CCE) Preservation Program and CDSS guidelines, SUBRECIPIENTS are to use their allocation of program funds to preserve the number of Qualified Residents (defined below) by funding capital projects that address critical repairs, required upgrades, and ensuring compliance with licensing standards with the goal of preventing closures and preserving beds.
 - i. A "qualified resident" is defined as an applicant or recipient of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients of the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include an SSI/SSP or CAPI applicant or recipient who is receiving services through a regional center.
 - ii. Excluded CP facility costs include foundations for leased properties, projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the [Improving California's Infrastructure website](#)), provision of services, and operating costs (facilities should apply for OSP funds if they have operating cost needs).

4. Termination

- a. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- b. COUNTY shall have the right, in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the SUBRECIPIENT, if:
 - i. An Event of Default occurs. The following events shall constitute events of default under this Agreement:
 - 1. If SUBRECIPIENT no longer operates the property as a licensed Adult Residential Care Facility or Residential Care Facility for the Elderly;
 - 2. If a transfer of ownership of the facility occurs without the prior written consent of the COUNTY;

3. Upon refinancing of any debt that is secured by a lien on the property without the prior written consent of the COUNTY;
 4. Breach of any term of this Agreement;
 5. Any interference or obstruction by the SUBRECIPIENT that prevents the timely completion of the work;
 6. If the property is mortgaged and the subrecipient defaults on their mortgage.
- ii. Three (3) written, breaches or defaults by the SUBRECIPIENT of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected;
 - iii. The SUBRECIPIENT files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the SUBRECIPIENT discontinues or dissolves its business or if a receiver is appointed for the SUBRECIPIENT or the SUBRECIPIENT'S business; or
 - iv. SUBRECIPIENT fails to provide COUNTY with adequate assurances within a reasonable time that SUBRECIPIENT is financially solvent, or COUNTY determines that SUBRECIPIENT is financially insecure.
- c. Notwithstanding the foregoing, or anything to the contrary stated herein, COUNTY may terminate this Agreement upon thirty (30) days' notice if COUNTY is directed by CDSS to terminate this Agreement.
 - d. Upon termination of this Agreement for any reason, neither COUNTY nor CDSS shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by the COUNTY to any SUBRECIPIENT. Upon any termination, neither COUNTY nor CDSS shall be responsible for any additional disbursements of program funds after the termination date or for any damages to the SUBRECIPIENT as a result of such termination.
 - e. The COUNTY will record a Request for Special Notice against the property pursuant to Civil Code 2924b.

5. Scope of Work

- a. Both COUNTY and SUBRECIPIENT have reviewed and approved the Scope of Work to be performed on the property pursuant to this Agreement and the Scope of Work (Exhibit A).
- b. The property shall be repaired in accordance with and within the limitations established in the Scope of Work (Exhibit A) and subsequent plans and specifications approved by the COUNTY pursuant to this Agreement and permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the work.

6. Program Grant Terms

- a. The program funds from the COUNTY shall be used to reimburse eligible costs for the work set forth in the Scope of Work (Exhibit A), subject to the match requirement set forth in Section 13.
- b. To receive CP funding, facilities must meet the following eligibility criteria:
 - i. Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically III (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
 - ii. Currently serve at least one qualified resident;
 - iii. Be in good standing with Community Care Licensing Division (CCLD) or certify that the capital projects funding will bring them into good standing, defined as licensees in "substantial compliance" with licensing statutes and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations and
 - iv. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.
- v. The COUNTY shall require facilities receiving CP funds to include an Alternative Agreement of 5 years or more (depending on the amount of CP funds received) on the property that the facility be used to provide licensed adult and senior residential care (Exhibit E).

7. Use Restrictions

- a. In consideration for the program funds, SUBRECIPIENT shall continue to serve Qualified Residents for the Period of Performance of the Subrecipient Agreement Term, prioritize applications from Qualified Residents, and remain in good standing with CCLD.
- b. In addition, during the Program Grant Term, any transfer (defined below) by SUBRECIPIENT shall be prohibited without the written approval of COUNTY in its sole discretion, except as otherwise set forth herein.
- c. If the County approves a transfer, the transfer shall be subject to this Agreement.
- d. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the property, including an unpermitted financing or refinancing of the property. Without limiting the generality of the foregoing, Transfer shall include:
 - i. A transfer by devise, inheritance or intestacy to a party who does not meet the definition of a licensed Adult Residential Facility or Residential Care Facility for the Elderly.
 - ii. A life estate
 - iii. Creation of a joint tenancy interest
 - iv. A gift of all or any portion of the property
 - v. Any voluntary conveyance of the property
 - vi. A refinance of any mortgage loan encumbering the property not approved in writing by the COUNTY.Transfer shall not include a Permitted Transfer.
- e. Facilities vendored by regional centers are not eligible for CP funds.
- f. Pursuant to a Alternative Agreement (Exhibit E), the facility receiving CP funds shall solely be used to provide licensed adult and senior residential care for a minimum of 5 years. The Alternative Agreement shall survive expiration or termination of this Agreement in accordance with its terms.

8. Construction of the Project

- a. No later than forty-five (45) calendar days after issuance of the Notice to Proceed pursuant to Section 10, SUBRECIPIENT shall commence construction of the work described in the Scope of Work (Exhibit A) and shall thereafter diligently prosecute the work to completion in accordance with Section 15 of this Agreement.
- b. SUBRECIPIENT represents and warrants that the contractor selected to perform the work was procured in accordance with CCE Preservation Program and COUNTY requirements, and that such contractor is duly licensed, holds the appropriate classification for the work to be performed, and is registered with the California Department of Industrial Relations (DIR), as required by program guidelines. SUBRECIPIENT shall ensure that the contractor maintains all required licenses and registrations throughout the duration of the project. Any material misrepresentation regarding contractor procurement or qualification shall constitute a material breach of this Agreement.
- c. COUNTY shall have the right to hold a project walk-through at the property pursuant to the Right of Entry Agreement (Exhibit F).
- d. SUBRECIPIENT shall ensure that all construction is carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety and health standards; nondiscrimination requirements; and accessibility for the disabled.
- e. The SUBRECIPIENT shall ensure that contractor(s) comply with California Prevailing Wage laws (California Labor Code section 1720 et seq.), all permitting requirements of the local jurisdiction, and any other governmental or program requirements.
- f. The SUBRECIPIENT is responsible for ensuring, as applicable, all projects comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a result of government-funded projects (California Government Code (GOV) sections 7260-7277; 42 U.S.C. section 4601 et seq.).
- g. For any capital project with total construction costs exceeding one million dollars (\$1,000,000), the contractor shall obtain payment and performance bonds. Any exception to this requirement must be approved in writing by COUNTY.

9. Pre-Construction Conference

- a. Prior to issuance of the Notice to Proceed, COUNTY shall conduct a pre-construction conference with SUBRECIPIENT to review the approved Scope of Work, program requirements, compliance obligations, and project timelines. Any material changes to the approved Scope of Work must be submitted in writing and approved by COUNTY prior to implementation.

10. Notice to Proceed

- a. No labor shall be performed for the work until the COUNTY issues a written Notice to Proceed to SUBRECIPIENT. SUBRECIPIENT shall be responsible for notifying its Contractor of such authorization. The work shall commence in accordance with Section 8(a) of this Agreement. SUBRECIPIENT shall not initiate nor incur expenses for the CCE-funded project/activity covered under the terms of this Agreement prior to receiving written authorization from COUNTY to proceed.

11. Disbursement of Funds

- a. The program funds shall be disbursed by COUNTY to the SUBRECIPIENT on a reimbursement basis for eligible project expenses actually incurred, subject to review and approval by COUNTY and in accordance with the terms of Exhibit B – Payment Provisions.
- b. COUNTY may, at its sole discretion, issue progress payments to SUBRECIPIENT for eligible project expenses incurred prior to Completion, in accordance with Exhibit B. COUNTY may withhold a portion of program funds pending Completion as defined herein. Final payment shall not be made until Completion has occurred. The term “Completion” shall mean the point in time when all of the following shall have occurred:
 - i. Recordation of a Notice of Completion by Contractor
 - ii. Certification or equivalent by SUBRECIPIENT that work has been completed in a good and workmanlike manner and substantially in accordance with this Agreement and the General Contractor Agreement
 - iii. Payment, settlement or other extinguishment, discharge, release, waiver, bonding or insuring against any mechanic’s liens that have been recorded or stop notices that have been delivered; and
 - iv. The property has been rehabilitated in accordance with this Agreement, the Scope of Work and any other documents pursuant to this Agreement.
- c. COUNTY shall make final payment to SUBRECIPIENT upon Completion and SUBRECIPIENT’S final acceptance and written sign-off for the work, including but not limited to the CCE Project Completion documents provided by the COUNTY to the SUBRECIPIENT.
- d. Without limiting the COUNTY’S disclaimer of responsibility for the construction of the work set forth in Section 16 below, if SUBRECIPIENT disputes the work performed, SUBRECIPIENT shall submit in writing to Contractor with a copy to COUNTY, within ten (10) calendar days of final inspection, the specific dispute and description of unsatisfactory work. If no dispute in writing is received by the COUNTY and Contractor, the work will be deemed acceptable by SUBRECIPIENT, and payment will be made to SUBRECIPIENT.
- e. The SUBRECIPIENT shall be paid only in accordance with an invoice submitted to COUNTY.
- f. COUNTY shall pay the invoice within forty-five (45) working days from the receipt of the invoice.
- g. Payment shall be made to SUBRECIPIENT only after services have been rendered or delivery of materials or products, and upon review and approval by COUNTY of the corresponding invoice and supporting documentation. For this Agreement, send the invoices to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Dr
Riverside, CA 92503
Email: cce@rivco.org

12. Method, Time and Conditions of Payment

- a. SUBRECIPIENT will be paid the actual amount of each approved invoice. COUNTY may delay payment if the required supporting documentation is not provided, or other requirements are not met.
- b. All payment claims shall be submitted monthly no later than thirty (30) days after the end of each month in which eligible project work was performed or expenses were incurred. 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, SUBRECIPIENT shall submit completed DPSS Forms 2076A, 2076B (Exhibit C).
- d. SUBRECIPIENT invoice estimates for May and June are due no later than June 5. Actual SUBRECIPIENT invoices for May and June are due no later than July 30.
- e. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.
 - i. In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.
 - ii. The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears.
 - iii. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, with no further force, and effect.

13. Match

- a. SUBRECIPIENT shall contribute not less than ten percent (10%) of total eligible project costs as the required match.
- b. SUBRECIPIENT shall provide evidence of the contribution of match funds to COUNTY either in the form of cash, or in-kind contributions donations of professional design-build services or materials directly related to the capital project.
 - i. The value of in-kind contributions must be approved by COUNTY.

14. Inspection of Completed Work

- a. Without limiting COUNTY'S disclaimer of responsibility for the work, upon completion of the work, COUNTY and SUBRECIPIENT shall inspect the work completed by the Contractor. Upon Completion as defined in Section 11(b), and subject to COUNTY's review and approval of all required documentation, COUNTY shall make final payment to SUBRECIPIENT in accordance with Section 11.

15. Completion Schedule

- a. SUBRECIPIENT shall cause the work to be completed within a reasonable period of time, but in no event later than one hundred fifty (150) calendar days after issuance of the Notice to Proceed, which period may be extended by the COUNTY in writing should the COUNTY deem such extension as necessary to complete the work. Every term, condition, and requirement of this Agreement shall continue in full force and effect during the period of such extension.

16. Disclaimer of Responsibility by Contractor for all work

- a. Notwithstanding anything to the contrary contained herein, the COUNTY neither undertakes nor assumes nor will have any responsibility or duty to SUBRECIPIENT or to any third party to review, inspect, supervise, pass judgment upon, or inform SUBRECIPIENT or any third party of any matter in connection with the work,

whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the property, any person furnishing the same, or otherwise. SUBRECIPIENT and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to any third party by the COUNTY in connection with such matter is for the public purpose of rehabilitating the property, and neither SUBRECIPIENT (except for the purposes set forth in this AGREEMENT) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the work of construction, or improvement of the property.

- b. In the event some part of the work completed fails to give you satisfaction, SUBRECIPIENT acknowledges and agrees that the Contractor is the party responsible for all warranty repairs, not the COUNTY. SUBRECIPIENT shall contact the Contractor for any assistance in connection with the aforementioned matters. All Contractors who perform work under the CCE Preservation Program are required to take reasonable action to correct problems related to their labor, materials, or equipment installed. SUBRECIPIENT acknowledges and agrees to make every effort to notify the Contractor in the event SUBRECIPIENT is not satisfied with the work and give the Contractor a reasonable opportunity to correct the problem. Should the Contractor be unresponsive, SUBRECIPIENT shall have the right to pursue corrective action through the State of California, Contractor's License Board, among other remedies.

17. Warranty for Enhancements

- a. SUBRECIPIENT acknowledges and agrees that COUNTY shall not provide any warranties and guarantees in connection with the work, including, but not limited to labor and manufacturer's warranty and guarantee for all material installed.

18. Right of Access to Property

- a. Commencing upon the Effective Date, representatives of the COUNTY shall have the reasonable right of access to the property pursuant to the Right of Entry Agreement (Exhibit F), upon 24 hours' written notice to SUBRECIPIENT (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement including, but not limited to, the inspection of the work being performed.

19. Inspections, Audits, and Record Retention

- a. COUNTY authorized representatives shall have the right to access any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the SUBRECIPIENT'S books and records, in addition to site inspections, as COUNTY deems appropriate.
- b. COUNTY authorized representatives may perform compliance reviews and review procedures and documents pertaining to the SUBRECIPIENT's compliance with the terms of this Agreement and Program Requirements, perform onsite visits and desk reviews in order to ensure Program Funds are expended for eligible uses and to protect against fraud, waste, and abuse.
- c. SUBRECIPIENT must agree to:
 - i. Provide to COUNTY authorized representatives, access to the SUBRECIPIENT'S records and facilities; and
 - ii. Cooperate with any desk reviews.
 - iii. Provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable.
 - iv. Report material changes, such as changes in key staff or litigation against SUBRECIPIENT, within thirty (30) days of such occurrence;
- d. The right to access records also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to the requested documents and/or information.

- e. The right to access records by COUNTY authorized representatives is not limited to the required retention period but lasts as long as the records are retained by SUBRECIPIENT.
- f. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter.
- g. The SUBRECIPIENT agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by the COUNTY by one of the following options:
 - i. The SUBRECIPIENT'S remittance to COUNTY the full amount of the audit exception within thirty (30) days following COUNTY request for payment; or
 - ii. A repayment schedule which is agreeable to the COUNTY and SUBRECIPIENT. The COUNTY reserves the right to select which option described above shall be employed; and COUNTY shall notify the SUBRECIPIENT in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

20. Reporting Requirements

- a. The SUBRECIPIENT shall provide the COUNTY with the following reports:
 - i. Quarterly reports submitted within fifteen (15) days of the end of each quarter.
 - ii. An annual Program Fund Expenditure Report to be submitted not later than January 15th of each year for the prior calendar year.
 - iii. A final report to be submitted no later than forty-five (45) days after the final disbursement of the Program Funds to SUBRECIPIENT.
- b. In addition to the above reporting requirements, COUNTY may request additional reports and information necessary for COUNTY to monitor compliance with the Program Requirements.
- c. SUBRECIPIENT shall comply with the requirements set forth in Exhibit D – The California Department of Social Services Confidentiality and Information Security Requirements.

21. Conduct of Subrecipient

- a. The SUBRECIPIENT covenants that it presently has no interest in, 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 SUBRECIPIENT's performance under this Agreement. The SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. The SUBRECIPIENT agrees to inform the COUNTY of all the SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- b. The SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in accomplishing the work under this Agreement.
- c. The SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- d. In addition to the SUBRECIPIENT obligations set forth in this Agreement, SUBRECIPIENT shall adhere to the following:
 - i. SUBRECIPIENT, at all times, shall cooperate with the County and Contractor.
 - ii. SUBRECIPIENT shall not, at any time, interfere with the timely completion of the work by the Contractor(s); and
 - iii. SUBRECIPIENT shall not change or amend the Scope of Work without written consent of the County.

22. Licensing and Permits

- a. SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as

required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

23. Non-Discrimination

- a. SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

24. Supplantation

- a. SUBRECIPIENT acknowledges and agrees that funds provided under this Agreement shall be used to supplement, and not supplant, existing funds or resources otherwise available for the same purpose. The SUBRECIPIENT shall not reduce, replace, or reallocate any other financial support or funding that would, in the absence of this Agreement, have been made available for the same or similar activities funded herein.

If it is determined, whether during the term of this Agreement or thereafter, that funds provided under this Agreement were used in a manner that supplanted other funds, the SUBRECIPIENT shall, upon written demand, reimburse the COUNTY in the full amount of the funds determined to have been improperly used, together with any interest or penalties as required by law.

The SUBRECIPIENT shall maintain sufficient documentation to demonstrate compliance with this non-supplanting requirement and shall make such documentation available for inspection or audit upon request.

25. Hold Harmless/Indemnification

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

26. Subrecipient Certifications

- a. The SUBRECIPIENT certifies the following:
 - i. SUBRECIPIENT provided true and accurate information on program documents and to COUNTY and has not misrepresented SUBRECIPIENT's eligibility for the CCE Program;
 - ii. SUBRECIPIENT has notified SUBRECIPIENT'S insurance company about the rehabilitation work to be performed pursuant to this Agreement; and
 - iii. SUBRECIPIENT (including the undersigned representative of SUBRECIPIENT, if any) has full power, authority, and legal right to execute this Agreement.

- iv. SUBRECIPIENT hereby represents and warrants that neither the execution and delivery of this Agreement, including any attachments hereto or documents related to this Agreement nor the incurrence of the SUBRECIPIENT'S obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which SUBRECIPIENT is a party.

27. Disputes

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

28. Enforcement

- a. This Agreement is intended to ensure that the ARF or RCFE is used and operated consistent with this Agreement. Therefore, this Declaration may be enforced by the County. If the COUNTY determines there is a violation, or threatened violation, of this Agreement or the Program, then the COUNTY will provide the SUBRECIPIENT written notice of such violation and demand for corrective action sufficient to cure the violation. If a violation is not cured within 30 days after the receipt of written notice and demand, or if the cure reasonably requires more than 30 days to complete and the SUBRECIPIENT fails to begin the cure within the 30-day period or fails to continue diligently to complete the cure, then the COUNTY may bring an action to enforce compliance with the terms of this Agreement, to receive a return of all or part of any Program funds, including any interest, to recover any damages, or for other remedies allowed by law or equity. All reasonable costs incurred in enforcing the terms of this Agreement, including, but not limited to, costs of suit and attorneys' fees, shall be borne by the violator to the extent allowable by law. Enforcement of the terms of this Agreement shall be at the discretion of the COUNTY, and any forbearance to exercise rights of enforcement under this Agreement in the event of any breach hereof shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

29. Signed in Counterparts

- a. 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.

30. Electronic Signatures

- a. 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.

Signatures on next page

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this document.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Subrecipient,

By: _____

Name: Charity Douglas

Title: Director, DPSS

Dated: _____

By: _____

Name:

Title:

Dated: _____

Approved as to Form

Minh C. Tran

County Counsel

Katherine Wilkins

Deputy County Counsel

Date: _____

IV. Legal and Regulatory Compliance

All work must comply with applicable 2022 California Building Code (CBC) requirements including Chapters 9 and 11B, and Title 24 for energy compliance where applicable.

Labor and safety requirements include:

- a. Prevailing Wage under Labor Code §1720–1861
- b. Certified payroll reporting via DIR
- c. Job Order Contracting (JOC) compliance under Contract No. 016
- d. CalGreen waste diversion ≥65%
- e. ADA Title II/III compliance for public/common areas
- f. Daily debris cleanup, phased access, and dust containment for resident protection

The SUBRECIPIENT shall ensure that all capital project work performed under this Agreement is carried out by contractors and subcontractors who are duly registered with the California Department of Industrial Relations (DIR) as required by Labor Code sections 1725.5 and 1771.1. The SUBRECIPIENT shall be solely responsible for verifying DIR registration status and shall maintain proof of compliance for all participating entities.

Additionally, the CONTRACTOR shall be responsible for ensuring that prevailing wages are paid in accordance with California Labor Code section 1720 et seq., and for tracking and submitting certified payroll records through the DIR's electronic Certified Payroll Reporting (eCPR) system. Any non-compliance may result in reimbursement withholding or termination of this Agreement, at the sole discretion of the COUNTY.

All work shall be performed in accordance with the original specifications. If unforeseen conditions arise that require additional work to maintain safety, compliance, or functionality, the Contractor shall promptly notify the DPSS in writing. No additional work shall proceed without prior written authorization from DPSS, which may be provided by email or other agreed-upon method. The Contractor shall provide a description of the additional work and associated cost before authorization is granted

V. Timeline

The Project shall be commenced within a Minimum Standard Duration of forty-five (45) calendar days from the Notice to Proceed to allow for DIR compliance steps, scheduling logistics, inspection coordination, labor processing, and project close-out activities.

The total Project duration shall not exceed one hundred fifty (150) calendar days from the Notice to Proceed, unless extended in writing by the County.

VI. Expected Outcome

Upon completion, the facility will be brought up to compliance with licensing standards, functionality will be improved, and interior conditions will be enhanced to ensure health and safety of facility residents.

VII. Environmental Compliance

This project involves rehabilitation and repair activities within an existing licensed residential care facility, with no expansion of use, capacity, or footprint. The project is therefore categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15301 – Existing Facilities. The County will prepare and file a Notice of Exemption (NOE) prior to commencement of construction. (Exhibit G)

VIII. Subrecipient Responsibilities Summary

1. The Subrecipient must ensure compliance with the following:
 - a. **Permit acquisition and posting:** Include permit cost General Requirements
 - b. **Schedule and pass inspections:** Coordinate with city/county building officials
 - c. **Certified payroll and labor compliance:** Submit certified payroll via DIR as required by CA law.
 - d. **Prevailing wage:** Ensure all labor complies with CA Labor Code §1720 et seq.
 - e. **Temporary relocation/move of furniture:** Safely relocate furniture
 - f. **Material procurement:** Include hardware, paint, flooring, piping, fixtures, etc.
 - g. **Jobsite protection and daily cleanup:** Use 6-mil plastic sheeting, clean work area daily
 - h. **Alternative Agreement Execution (if applicable):** Must sign and return prior to Notice to Proceed
 - i. **Payment and performance bonds (if needed):** Required if project exceeds \$1M; not applicable for this project
 - j. **DIR Registration verification:** Confirm all Contractors are registered with the CA DIR
 - k. **Match documentation:** Submit DPSS Form 2076B for 10% cash match
 - l. **Invoicing and claims:** Submit monthly invoices with required documentation to DPSS
 - m. **Final walk-through:** Conducted jointly after project completion for acceptance and closeout

Exhibit B – Payment Provisions (placeholder)

Exhibit C – 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 \$ _____
(if allowed by Contract/MOU)

☐ Actual Payment \$ _____
(Same amount as 2076B if needed)

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

☐ Unit of Service Payment \$ _____
Name _____ Phone Number _____

(# of Units) x (Unit Price) = (\$)

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

_____ (# of Units) x _____ (Unit Price) = (\$)

_____ (# of Units) x _____ (Unit Price) = (\$)

_____ (# of Units) x _____ (Unit Price) = (\$)

_____ (# of Units) x _____ (Unit Price) = (\$)

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.

Exhibit D – The California Department of Social Services Confidentiality and Information Security Requirements

**The California Department of Social Services
Confidentiality and Information Security Requirements
County - v 2019 01**

This Confidentiality and Information Security Requirements – Attachment C (hereinafter referred to as “this Exhibit” or “Attachment C”) sets forth the information security and privacy requirements County is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by County, pursuant to the Agreement in which this Attachment is incorporated. CDSS, BDO USA and County desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

- I Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and BDO USA.
- II. Effect on lower tier transactions.** The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). County shall incorporate the contents of this Attachment into each lower tier transaction.
- III. Confidentiality of Information.**
 - a. **DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information:
 - i. “Confidential Information” is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. “Sensitive Information” is information maintained by CDSS which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS’ fiscal resources and operations).
 - iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure, and must be made accessible to

information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. “Breach” is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29(f).

v. “Information Security Incident” is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.

b. CDSS CSP which may become available to County as a result of the implementation of the Agreement shall be protected by County from unauthorized access, use, and disclosure as described in this Attachment.

c. County is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act – California Civil Code section 1798 *et seq.*
- Public Records Act – California Government Code section 6250 *et seq.*
- California Penal Code section 502, 11140–11144, 13301–13303
- Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

d. **EXCLUSIONS.** “Confidential Information,” “Sensitive Information,” and “Personal Information” (CDSS CSP) does not include information that:

- i. is or becomes generally known or available to the public other than because of a breach by County of these confidentiality provisions;
- ii. already known to County before receipt from CDSS without an obligation of confidentiality owed to CDSS;
- iii. provided to County from a third party except where County knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
- iv. independently developed by County without reference to CDSS CSP.

III. County Responsibilities.

- a. **TRAINING.** County shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:
 - i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, Penal Code section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.
- b. **USE RESTRICTIONS.** County shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. **DISCLOSURE OF CDSS CSP.** County shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. **SUBPOENA.** If County receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, County

will immediately notify the BDO USA Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by County's responsible unit for handling subpoenas and court orders.
- e. **INFORMATION SECURITY OFFICER.** County shall designate an

Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.

- f. **REQUESTS FOR CDSS CSP BY THIRD PARTIES.** County shall promptly transmit to the BDO USA Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- g. **DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING.** County shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. **RETURN OR DESTRUCTION OF CDSS CSP ON EXPIRATION OR TERMINATION.** Upon expiration or termination of the Agreement between County and BDO USA, or upon a date mutually agreed upon by the Parties following expiration or termination, County shall return or destroy CDSS CSP. If return or destruction is not feasible, County shall provide a written explanation to the BDO USA Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform County in writing of any additional terms and conditions applicable to the retention of CDSS CSP.
- i. **RETENTION REQUIRED BY LAW.** If required by state or federal law, County may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- j. **RECORDS RETENTION.** Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three years after final payment has been made under the terms of this Agreement, or until all pending county, State and federal audits are completed, whichever is later. County agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Upon request, the County shall promptly make these materials and records available to the State or its representative including the State Auditor.
County agrees to allow the State or its representative access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to this Agreement.
- k. **OBLIGATIONS CONTINUE UNTIL RETURN OR DESTRUCTION.**

County's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas, shall continue until County returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided, however, that on expiration or termination of the Agreement between County and BDO USA, County shall not further use or disclose CDSS CSP except as required by state or federal law.

- l. **NOTIFICATION OF ELECTION TO DESTROY CDSS CSP.** If County elects to destroy CDSS CSP, County shall certify in writing, to the BDO USA Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.
- m. **BACKGROUND CHECK.** Before a member of County's workforce may access CDSS CSP, County must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. County shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.
- n. **CONFIDENTIALITY SAFEGUARDS.** County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. County shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of County's operations and the nature and scope of its activities, including at a minimum the following safeguards:
 - i. **General Security Controls.**
 1. **Confidentiality Acknowledgement.** By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, County acknowledges that the information resources maintained by CDSS and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.
 2. **Workstation/Laptop Encryption.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.
 3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.

4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
7. **Antivirus Software.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** To correct known security vulnerabilities, County shall install security patches and updates in a timely manner on all County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on County's risk assessment of such patches and updates, the technical requirements of County's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
9. **User IDs and Password Controls.** All users must be issued a unique username for accessing CDSS CSP. County's password policy must be based on information security best practices for password length, complexity, and reuse.
10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. **System Security Controls.**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
4. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP by County outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.
6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. **Audit Controls.**

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. **Business Continuity/Disaster Recovery Controls.**

1. **Disaster Recovery.** County must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP 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.

2. **Data Backup Plan.** County must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. **Paper Document Controls.**

1. **Supervision of Information.** CDSS CSP 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. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. **Escorting Visitors.** Visitors to areas where CDSS CSP are contained shall be escorted, and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross-cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of County except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that County confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if County's fax number changes, and maintains fax machines in a secure area.
6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

IV. **Information Security Incidents and/or Breaches of CDSS CSP.**

- a. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** County shall be responsible for facilitating the Information

Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) section 5340, Information Security Incident Management, including, but not limited to, taking:

- i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** County shall notify the BDO USA Project Director and CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow County to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. County will notify CDSS and BDO USA within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and BDO USA informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** County shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and County shall cooperate fully in such investigations. County is not required to disclose their un-redacted confidential, proprietary, or privileged information. County will keep CDSS fully informed of the results of any such investigation.
- e. **Updates on Investigation.** County shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the BDO USA Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between County and the BDO USA Program Director/CDSS Information Security and Privacy Officer. County is not required to disclose their unredacted confidential, proprietary, or privileged information.
- f. **Written Report.** County shall provide a written report of the investigation to the BDO USA Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of

CDSS CSP. County is not required to disclose their unredacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

- i. County point of contact information;
- ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
- iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
- iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
- v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
- vi. A description of the probable causes of the improper use or disclosure;
- vii. Whether Civil Code sections 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches, are triggered; and
- viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

g. **Cost of Investigation and Remediation.** Per SAM section 5305.8, County shall be responsible for all direct and reasonable costs incurred by BDO USA or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from County's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review or destruction, or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, BDO USA staff time, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

- V. **Contact Information.** To direct communications to the above-referenced BDO USA and CDSS staff, County shall initiate contact as indicated herein. BDO USA and CDSS reserve the right to make changes to the contact information below by giving written notice to County. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

BDO USA Project Director	CDSS Information Security & Privacy Officer
See Summary Cover Sheet of the Program Funding Agreement for BDO USA Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

- VI. **Audits and Inspections.** CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. County shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the BDO USA Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or BDO USA inspects, or fails to inspect, or has the right to inspect, does not relieve County of its responsibility to comply with this Attachment.
- VII. **Amendment.** The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.
- VIII. **Interpretation.** The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- IX. **Termination.** An Information Security Incident and/or Breach of CDSS CSP by County, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between County and BDO USA and grounds for immediate termination of the Agreement.
- X. **CDSS Confidentiality and Security Compliance Statement.**

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT V 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are

not limited to, the following: the California Welfare and Institutions Code § 10850, Information Practices Act – California Civil Code § 1798 *et seq.*, Public Records Act – California Government Code § 6250 *et seq.*, California Penal Code § 502, 11140–11144, 13301–13303, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

Project Representative _____

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: __ Date Signed: ____

READ and ACKNOWLEDGED: Information Security Officer
(or authorized official responsible for business’ information security program)

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: __ Date Signed: ____

Exhibit E - Alternative Agreement

This Alternative Agreement ("Agreement") is entered into on [Date] by and between the County of Riverside ("County") and [Name of Facility Operator or Owner] ("Subgrantee") regarding the property located at [Address] ("Property"). This Agreement is executed in satisfaction of the requirement in Welfare and Institutions Code section 18999.97 that the Property provide licensed residential care for the applicable Capital Project use restriction term ("Term").

Subgrantee agrees, represents and warrants that it will comply with the following:

A. This Agreement shall remain in effect for a period of five (5) years from the date of recordation. The Subgrantee shall continuously operate the Property as a licensed residential adult or senior care facility under Title 22 of the California Code of Regulations during the Term. Subgrantee shall not change the use of the Property, reduce the number of licensed beds, or cease licensed operations without the prior written consent of the County.

B. On at least an annual basis, Subgrantee shall provide all information necessary to allow the County to verify continued compliance with the use restrictions and program requirements associated with the Capital Project funding. Such information shall include, but is not limited to, access to financial statements, credit ratings, and any past or current financial guarantees.

C. Subgrantee's financial records shall be reviewed annually by the County to ensure that all funds received pursuant to this Agreement continue to be needed by the Facility and that the Facility is not missing funds. Subgrantee shall promptly comply with all requests by the County for access to financial records in order to complete this review.

D. At any time during the term of this Agreement, the County may request from Subgrantee collateral for the funds received pursuant to this Agreement from either funds of the Subgrantee or a third party. Collateral may include, but is not limited to, other real estate holdings, personal property, investments, savings, cash flow, and other assets. Subgrantee shall comply with all requests for collateral within 60 days of the request.

E. The COUNTY shall have the right to enforce this Agreement through specific performance, injunction, or any other equitable remedy available at law. The Subgrantee acknowledges that violation of this Agreement constitutes a default under the CCE Program award, and the County may seek recovery of funds or other remedies.

F. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns, and remains enforceable even if ownership or operation of the Property changes, provided that the new operator assumes these obligations in writing.

G. Subgrantee has had the opportunity to have an attorney review this Agreement.

H. The signatory to this Agreement and this Attachment E has the authority to enter into this Agreement on behalf of Subgrantee and the Facility.

I. The terms of this Attachment E shall remain in force and effect for the duration of the Agreement and while funds are received pursuant thereto.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____

Name: Charity Douglas

Title: Director of DPSS

Dated: _____

By: _____

Name:

Title:

Dated: _____

Exhibit F - Right of Entry Agreement

[INSERT GRANTOR NAME] ("Grantor")

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Public Social Services ("County")

PROJECT: Community Care Expansion
Preservation Program

APN(s): [insert]

FACILITY: [insert]

PHONE NO.: [insert]

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("ROE") is made and entered into this _____ day of _____, 20____, ("Effective Date") between [INSERT GRANTOR INFORMATION] ("Grantor"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Public Social Services ("County"). Grantor and County are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor is the [address how the Grantor has rights to the property i.e. owner, lessee] of certain real property known a portion of Assessor's Parcel Number(s) [insert] as depicted in Exhibit A, attached hereto and incorporated herein by reference, ("Property"), and has the right to grant to County permission to enter upon the Property; and

WHEREAS, as part of the Grantor's receipt of funds from the Community Care Expansion Preservation Program ("Program"), County, and its representative(s), [1] Grantor must use the funds for physical repairs and upgrades on the Property or to fund repairs needed to ensure the Property is compliant with licensing standards [OR] [2] Grantor must use its allocation of Program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new qualified residents by providing operating subsidy payments with the goal of preventing closures and preserving beds in existing facilities; and

WHEREAS, the County and its representative(s) [1] must inspect the work being performed pursuant to the Program [OR] [2] may need access to the Property to verify the funds are being utilized pursuant to the Program; and

WHEREAS, County desires to obtain Grantor's permission to enter upon and use the Property, on a temporary basis, for the purpose of ingress and egress and to verify and confirm the information referenced above.

NOW, THEREFORE, Grantor and County do hereby agree as follows:

AGREEMENT

1. Right of Entry: Grantor hereby grants to County and its agents, employees and contractors the temporary right to enter onto the Property for the purpose ingress and egress for the purposes of [1] inspecting the work being performed pursuant to the Program [or] [2] conducting an inspection of the Property to verify and confirm that the funds are being utilized pursuant to the Program. This inspection may include the taking of photographs and/or video of the Property for purposes of the inspection.

2. Term: The term of this Right of Entry Agreement shall commence on the Effective Date. This ROE shall terminate five (5) years from the date of commencement. If either party needs to extend the term, the parties shall have the right to do so by written amendment. Grantor shall not grant any rights inconsistent with the reasonable exercise by County of its rights under this ROE.

3. Notice of Work: Prior to any entry upon the Property for any of the purposes herein above set forth, County shall notify the authorities in charge named below by written and/or oral notice at least twenty-four (24) hours prior to entry.

Name:

Address:

Phone:

4. Liens: County shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialman's contractors' or subcontractors' liens with the regard to County's actions upon the Property.

5. Hold Harmless: Grantor 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 Grantor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Grantor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Grantor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

6. Access Interference: Access by the County will not interfere with the rights of any other parties that are occupying or using the Property.

7. Compliance with Laws: County shall, in all activities undertaken pursuant to this ROE, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, County, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities County desires to conduct or have conducted pursuant to this ROE.

8. Entire ROE: This ROE is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this ROE contains the entire agreement of the Parties, and that the terms of this ROE are contractual and not a mere recital. Any ambiguity in the ROE or any of its provisions shall not be interpreted against the party drafting the ROE.

9. Warranty of Authority: The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this ROE and the attendant documents provided for herein, and this ROE and said additional documents are, accordingly, binding on said person or entity.

10. Choice of Law: This ROE will be governed and construed by the laws of the State of California.

11. Venue: Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this ROE shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

13. Modification: The ROE shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry Agreement on the date first above written.

Date: _____

COUNTY:

COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

GRANTOR:

[Insert information]

By: _____

Bryson Arnold, Facilities Manager
Department of Public Social Services

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

Minh C. Tran, County Counsel

By: _____

Katherine Wilkins
Deputy County Counsel

DC:sc/1092023/XXXX/30.880

Exhibit G – Notice of Exemption

Notice of Exemption

Form D

To: ☐ Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 212
Sacramento, CA 95812-3044

From: (Public Agency) _____

(Address)

☐ County Clerk
County of _____

Project Title: _____

Project Location - Specific: _____

Project Location – City: _____ Project Location – County: _____

Description of Project: _____

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number: _____
☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: _____

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

- ☐ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR: _____

Governor's Office of Planning and Research

January 2004

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