

**SUBMITTAL TO THE RIVERSIDE COUNTY
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.1
(ID # 30228)

MEETING DATE:
Tuesday, May 05, 2026

FROM : IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

SUBJECT: IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY: Approve the Professional Service Agreement (DPSS-0005441) with JUMP Technology Services, L.L.C., for Provider Enrollment & Registry Matching and Tracking Services Software-as-a-Service, effective upon signature through June 30, 2030; [All Districts] [Total Aggregate Amount: \$256,360; up to \$51,272 in additional compensation [36% Federal, 29% State, 35% IHSS-PA Fund Balance]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement (DPSS-0005441) with JUMP Technology Services, L.L.C. for Provider Enrollment & Registry Matching and Tracking Services Software-as-a-Service, effective upon signature through June 30, 2030, for total aggregate amount of \$256,360, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,

Continued on Page 2

ACTION: Policy



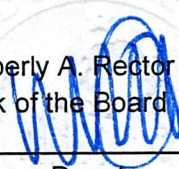
David Dai 4/8/2026

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Medina, Spiegel, Washington, and Perez
Nays: None
Absent: Gutierrez
Date: May 5, 2026
xc: IHSS/DPSS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, to issue Purchase Order(s) for any goods and/or services rendered; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate amount of the agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 15,080	\$ 60,320	\$ 256,360	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 36% Federal, 29% State, 35% IHSS-PA Fund Balance			Budget Adjustment: No	
			For Fiscal Year: 25/26 – 29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This board action requests approval of Professional Service Agreement No. DPSS- 0005441 with JUMP Technology Services, L.L.C., for Provider Enrollment and Registry Matching and Tracking Services Software-as-a-Service.

The In-Home Supportive Services Public Authority (IHSS-PA) is a state mandated program per AB 1682) under which qualified aged, blind, and disabled persons are provided with services in order to permit them to remain in their own homes and avoid institutionalization. One of the principal functions of the Public Authority division is operation of its caregiver matching program which is comprised of two components; provider enrollment and an active registry of screened and trained providers.

The IHSS-PA registry operates as a referral service for IHSS clients by providing listings of potential workers that best match the consumers' needs. Home care providers are required to complete background screenings, pass a drug and alcohol test, and one (1) mandatory instructional course (introduction orientation). Upon completion of the provider enrollment process and completion of all requirement's, qualified providers are placed on the registry where they are referred to IHSS consumers.

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Services under this agreement shall provide a balanced software solution that meet operational needs, along with process improvements to enhance efficiency and improve customer satisfaction. The agreement encompasses two scopes of work:

1. Provider Enrollment: The provider enrollment software system guides the provider through on-boarding activities including orientation, live scan procedures to establish provider registration into the IHSS system. The enrollment system ensures a thorough vetting process and is able to accommodate up to 200 concurrent users.

2. Public Authority Registry Matching and Tracking Services: The registry process matches consumers with qualified providers who aide consumers to live safely and independently in their home. It helps consumers locate and hire experienced, background-checked, and pre-screened Independent Providers to perform the consumer's authorized services. The Public Authority Registry shall have an application process separate from Provider Enrollment. The Public Authority Registry system is able to accommodate up to fifty-five (55) users.

Impact on Residents and Businesses

The services performed under this Agreement will improve health and wellness outcomes for older adults, dependent adults, and minors in their own homes. The software solution will enhance the on-boarding process of Providers to become caretakers and ensure that the registry is active with potential matches for consumers.

Additional Fiscal Information

The total aggregate payment to JUMP Technology Services, L.L.C., shall not exceed \$256,360:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon signature through June 30, 2026	\$15,080
July 1, 2026 through June 30, 2027	\$60,320
July 1, 2027 through June 30, 2028	\$60,320
July 1, 2028 through June 30, 2029	\$60,320
July 1, 2029 through June 30, 2030	\$60,320
Total	\$256,360

Contract History and Price Reasonableness

On January 15, 2025, Request for Proposal (RFP) DPARC-0641, was released by the Purchasing Department on the Public Purchase (PP) website for Provider Enrollment & Registry Matching and Tracking Services on behalf of In-Home Supportive Services – Public Authority (IHSS-PA). Bid notifications were sent to an estimated 3,000 vendors registered with Public Purchase, one hundred forty-six (146) vendors viewed this bid on the Public Purchase website and eighty-seven (87) of those vendors downloaded the RFP documents.

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The bid closed on March 6, 2025 with five (5) vendor proposals received. The proposals were carefully reviewed by an evaluation team based on the criteria set forth in the RFP: bidder proposal response, bidder qualifications/experience, bidder's proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, bidder's financial status, clarifications/exceptions/deviations, and credentials/resumes/licenses/certifications.

JUMP Technology Services L.L.C. and RTZ LLC, a Collabrios Health Company were shortlisted by their initial evaluation scores to proceed to the software demonstration phase.

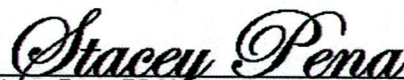
On July 7, 2025, both bidders participated in a demonstration of their Registry Matching and Provider Enrollment Systems software solution. Based on the overall summation of the score and responsiveness to the bid requirements, it is recommended that the contract be awarded to JUMP Technology Services, L.L.C. as the lowest, most responsive and responsible bidder for this project.

ATTACHMENTS:

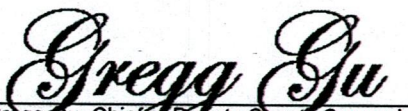
- A. Registry Matching and Provider Enrollment Agreement DPSS-0005441 with JUMP Technology Services, L.L.C.


Melissa Curtis, Deputy Director of Purchasing and Fleet

4/16/2026


Stacey Pena, EO Management Analyst

4/26/2026


Gregg Gu, Chief of Deputy County Counsel

4/17/2026

**County of Riverside In-Home Supportive Service Public Authority
Contracts Administration Unit
4060 County Circle Drive
Riverside, CA 92503**

And

JUMP Technology Services, L.L.C., an Oklahoma Limited Liability Company
Software Solution for In-Home Supportive Services – Public Authority (IHSS-PA) Provider Enrollment & Registry
Matching and Tracking Services
DPSS-0005441



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List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – HIPAA Business Associate Agreement
Attachment II – PII Privacy and Security Standards
Attachment III – Assurance of Compliance
Attachment IV – DPSS 2076A, DPSS 2076B & Instructions
Attachment V – Service Level Agreement
Attachment VI – JUMP Technology Services, L.L.C. Enterprise Subscription Agreement

List of Exhibits

Exhibit A - SOC 846 IHSS Provider Enrollment Agreement
Exhibit B - SOC 426A IHSS Recipient Designation of Provider Form
Exhibit C - SOC 426 IHSS Recipient Designation of Provider Form
Exhibit D - BCIA 8016 Bureau of Criminal Information & Analysis Livescan Form
Exhibit E - DPSS-3490 Registry Caregiver Application & Agreement

This Agreement is made and entered into by and between JUMP Technology Services, L.L.C., an Oklahoma Limited Liability Company (herein referred to as "CONTRACTOR"), and the County of Riverside In-Home Supportive Services Public Authority, a corporate public body, (herein referred to as "IHSS-PA"). The parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "ASD" refers to the Adults Services Division with DPSS.
- C. "BUS" refers to Provider Back-up System.
- D. "CDSS" refers to California Department of Social Services.
- E. "Client" or "Consumer" are used interchangeably and refers to a person determined eligible by IHSS-PA for In-Home Supportive Services. Also a person seeking In-Home Support services from providers.
- F. "CMIPS" refers to the State of California IHSS Case Management Information and Payrolling System.
- G. "CONTRACTOR" refers to JUMP Technology Services, L.L.C. including its employees, agents, representatives, subcontractors, and suppliers.
- H. "COUNTY" refers to the County of Riverside or "IHSS-PA" are used interchangeably throughout the Agreement.
- I. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- J. "HDT" refers to CONTRACTOR'S Help Desk Tickets.
- K. "IHSS-PA" refers to the In-Home Supportive Services Public Authority.
- L. "Other" refers to outside agencies.
- M. "PACC" refers to Public Authority Cleaning and Care.
- N. "PMO" refers to CONTRACTOR's Technology Services Projects Management Office.
- O. "Provider" refers to a person who gets paid to provide services to a person who receives in-home supportive services under the IHSS program.
- P. "Recipient" refers to a person determined eligible by IHSS-PA for In-Home Supportive Services.
- Q. "RCIT" refers to Riverside County Information Technology Department.
- R. "SLA" refers to CONTRACTOR's Service Level Agreement.
- S. "SSC" refers to CONTRACTOR's Technology Services Support Center.
- T. "UDW" refers to United Domestic Workers Union.
- U. "Undertaking" refers to responsibility as referenced in CONTRACTOR's Service Level Agreement.

V. "Users" refers to IHSS-PA employees who have a software license.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I HIPAA Business Associate Agreement, Attachment II PII Privacy and Security Standards, Attachment III Assurance of Compliance, Attachment IV DPSS 2076A, DPSS 2076B & Instructions, Attachment V Service Level Agreement and Attachment VI JUMP Subscription Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective Upon signature and continue through June 30, 2030, unless terminated earlier or otherwise modified. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

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

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION

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

B. IHSS-PA may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, IHSS-PA may proceed with the work in any manner deemed proper by IHSS-PA.

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

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

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

- D. After termination, IHSS-PA shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of IHSS-PA provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. DISPOSITION OF DATA

Upon request by IHSS-PA made before or within sixty (60) days after the effective date of termination, CONTRACTOR will make available to the IHSS-PA a complete and secure (i.e., encrypted and appropriately authenticated) download file of IHSS-PA Data including all available documentation in their native format PostgreSQL and/or delimited text files (e.g. CSV, XML, Microsoft SQL Server).

After providing IHSS-PA at its request a copy of all IHSS-PA data or no later than ninety (90) days after the effective date of termination (whichever is later), CONTRACTOR shall destroy all IHSS-PA data in its possession.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

9. TRANSITION PERIOD

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

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

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

11. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

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

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

12. RECORDS, INSPECTIONS, AND AUDITS

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

13. CONFIDENTIALITY

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

use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.

- D. CONTRACTOR shall promptly transmit to IHSS-PA all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than IHSS-PA except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by IHSS-PA.

14. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The parties agree to the terms and conditions the HIPAA Business Associated attached as Attachment I.

15. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.

- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the IHSS-PA. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

16. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless IHSS-PA, its departments, agencies and districts, including their officers, employees and agents (collectively "IHSS-PA Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (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. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend IHSS-PA Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of IHSS-PA 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 CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided IHSS-PA the appropriate form of dismissal relieving IHSS-PA from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold IHSS-PA harmless.

17. INSURANCE

- A. Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, IHSS-PA, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted or licensed in the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the IHSS-PA Risk Manager. If the IHSS-PA's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the IHSS-PA's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- E. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- F. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- G. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this

Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the IHSS-PA Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- H. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- I. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- J. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- K. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, IHSS-PA requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

18. **WORKER'S COMPENSATION**

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

19. **VEHICLE LIABILITY**

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

20. **COMMERCIAL GENERAL LIABILITY**

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

21. **CYBER LIABILITY**

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

CONTRACTOR shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not

limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

22. **EXCESS/UMBRELLA LIABILITY INSURANCE**

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

23. **INDEPENDENT CONTRACTOR**

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

24. **USE BY POLITICAL ENTITIES**

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

25. **LICENSES AND PERMITS**

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

26. **NO DEBARMENT OR SUSPENSION**

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

or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

27. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

28. PERSONNEL

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

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

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

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of Oklahoma Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

29. EMPLOYMENT PRACTICES

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

B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

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

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

- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to IHSS-PA in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.
- F. During the term of this Agreement and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of IHSS-PA to leave or terminate their relationship with IHSS-PA for any reason.

30. LOBBYING

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

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

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

- B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and IHSS-PA.

33. NO OFFSHORE WORK OR SERVICES

CONTRACTOR, its employees, agents, and/or subcontractors shall not: (i) perform any work, services, and/or obligations under this Master Agreement at any location outside of the United States of America (USA); and/or (ii) transmit IHSS-PA information related to this Master Agreement (including, but not limited to, public social services information, personally identifiable information, and/or protected health information (PHI) of the IHSS-PA) outside of the USA. Additionally, no CONTRACTOR employee, agents, and/or subcontractors outside of the USA will receive, process, transfer, handle, store or have access to IHSS-PA information in oral, written, or electronic form.

34. SUPPLANTATION

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

35. ASSIGNMENT

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

36. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

37. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

38. 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 IHSS-PA's Compliance Contract Officer who shall furnish the decision in writing. The decision of IHSS-PA's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside IHSS-PA 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.

39. ADMINISTRATIVE/CONTRACT LIAISON

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

40. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Client Complaints

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

https://www.sccgov.org/ssa/info_notices/pub13_english.pdf

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Office of Civil Rights Compliance (OCRC)
Riverside County Department of Public Social Services
4060 County Circle Dr.
Riverside, CA 92503
DPSSCivilRights@rivco.org

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

41. NOTICES

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

Riverside County:
 Department of Public Social Services (IHSS-PA)
 Contracts Administration Unit
 12125 Day St., Ste. S-101
 Moreno Valley, CA 92557

Invoices and other financial documents:
 Department of Public Social Services
 Fiscal/Management Reporting Unit
 4060 County Circle Drive
 Riverside, CA 92503
OperatingServicesContractPayments@rivco.org

CONTRACTOR:
 JUMP Technology Services, L.L.C.
 1201 Covell Village Dr. # 436
 Edmond, OK 73003

CONTRACTOR "Remit To" address:
JUMP Technology Services, L.L.C.
P.O. Box 3452
Edmond, OK 73083

42. SIGNED IN COUNTERPARTS

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

43. ELECTRONIC SIGNATURES

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

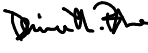
44. MODIFICATION OF TERMS

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

45. ENTIRE AGREEMENT

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

Signature Page to Follow

Authorized Signature for JUMP Technology Services, L.L.C., an Oklahoma Limited Liability Company 	Authorized Signature IHSS-PA: <i>Karen S. Spiegel</i>
Printed Name of Person Signing: Denise Brinkmeyer	Printed Name of Person Signing: Karen Spiegel
Title: President	Title: Chair of the Board
Date Signed: 04/10/2026	Date Signed: 05/06/2026



ATTEST:

Clerk of the Board

By: *Whitney Mayo, Deputy*

Approved as to Form

Minh C. Tran

County Counsel

Eric Stopher

Eric Stopher

Deputy IHSS-PA Counsel

Date: **04/15/2026**

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon signature through June 30, 2026	\$15,080
July 1, 2026 through June 30, 2027	\$60,320
July 1, 2027 through June 30, 2028	\$60,320
July 1, 2028 through June 30, 2029	\$60,320
July 1, 2029 through June 30, 2030	\$60,320
Total	\$256,360

A.2 UNIT OF SERVICE/COST RATE

Provider Enrollment and Registry Matching Services

	Provider Enrollment Services	Registry Matching Services
SOFTWARE		
	Software Licenses @ 200 users: <u>See Year 1 for annual licensing and hosting</u>	Software Licenses @ 55 users: <u>Included with Year 1 Subscription (below)</u>
	Individual Software Licenses in addition to 200 users (if needed) <u>Blocks of 50 users = \$2,500 Annual</u>	Individual Software Licenses in addition to 55 users (if needed) <u>Per License for Survey =\$1,000 Annual</u> <u>Blocks of 50 users = \$2,500 Annual</u>
Software Installation & Implementation	<u>\$1,000</u>	<u>\$7,000</u>
Consultation	<u>\$125 per hour as requested outside of implementation</u>	<u>\$125 per hour as requested outside of implementation</u>
Set-up & Configuration	<u>\$2,500</u>	<u>\$3,500</u>
Data Conversion & Migration	<u>\$1,000</u>	<u>\$11,000</u>
Year 1 – Software Maintenance	<u>\$12,000</u>	<u>\$12,000</u>
Year 2 – Software Maintenance	<u>\$25,200</u>	<u>\$33,200</u>
Year 3 – Software Maintenance	<u>\$25,200</u>	<u>\$33,200</u>
Year 4 – Software Maintenance	<u>\$25,200</u>	<u>\$33,200</u>
Year 5 – Software Maintenance	<u>\$25,200</u>	<u>\$33,200</u>

Cost of 3rd Party Software (If Applicable)	<u>\$0</u>	<u>N/A</u>
3rd Party Software (If Applicable) Installation	<u>\$0</u>	<u>N/A</u>
Software Total:	<u>\$117,300</u>	<u>\$166,300</u>
PROFESSIONAL SERVICES		
Hourly Rate for Additional Services as needed	<u>\$125.00</u>	<u>\$125.00</u>
Project Management Support	<u>Included</u>	<u>Included</u>
Technical Support	<u>Included</u>	<u>Included</u>
Professional Services Total:	<u>\$125.00 / hour</u>	<u>\$125.00 / hour</u>
TRAINING		
On-Site Services	<u>\$2,500</u>	<u>\$2,500</u>
Remote Training Services	<u>\$1,250</u>	<u>\$1,250</u>
Training Materials	<u>\$4,000</u>	<u>\$4,000</u>
Travel & Accommodation	<u>\$1,250</u>	<u>\$1,250</u>
Training Total:	<u>\$9,000</u>	<u>\$9,000</u>
Grand Total:	<u>\$126,300</u>	<u>\$175,300</u>

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

A. CONTRACTOR shall be paid the actual amount of each approved annual invoice. IHSS-PA may delay payment if the required supporting documentation is not provided or other requirements are not met.

1. Annual licenses renewals will be paid after the start of each annual renewal period.

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

C. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment IV).

D. CONTRACTOR invoice estimates for May and June are due no later than the first Friday in June. Actual CONTRACTOR invoices for May and June are due no later than July 30.

E. IF CONTRACTOR expends a combined annual total of \$750,000 in federal funds, CONTRACTOR shall ensure that an independent fiscal audit is done annually. In the event that an audit is conducted, CONTRACTOR shall immediately provide a copy of the audit to COUNTY.

A.4 CONSUMER PRICE INDEX

No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to IHSS-PA. IHSS-PA requires written proof satisfactory to IHSS-PA of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of this Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange Counties CA areas and be subject to satisfactory performance review by IHSS-PA and approved (if needed) for budget funding by the Board of Supervisors.

A.5 FINANCIAL RESOURCES

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

A.6 DISALLOWANCE

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

Schedule B
Scope of Services

B.1 IHSS-PA RESPONSIBILITIES

IHSS-PA Shall:

- A. Assign staff to be responsible for the roles and responsibilities identified in the scope.
- B. Monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in this Agreement. IHSS-PA, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and CONTRACTOR self-monitoring.
- C. Maintenance and Support
 - 1. Appoint designated IHSS-PA contacts for all matters relating to support issues for the CONTRACTOR'S systems.
 - 2. Submit the following HDT information:
 - a. Contact information for the designated IHSS-PA contact reporting the problem.
 - b. A general description of the operating environment in which the issue was discovered.
 - c. A description of relevant hardware components in the environment.
 - d. A description of relevant software components (O.S., browser) in the environment and their versions.
 - e. A description of the problem and expected results.
 - f. System generated error messages.
 - 3. Include CONTRACTOR's identifying HDT number in all subsequent communications with CONTRACTOR regarding the HDT.
 - 4. Maintain an accurate record of all HDT actions, based on feedback from CONTRACTOR.
 - 5. The acknowledgement time is dependent upon the CONTRACTOR receiving sufficient information to troubleshoot the reported problem.
 - 6. The HDT will be considered to be resolved and will be closed if IHSS-PA has not responded after 10 business days to JUMP after information was provided via the CONTRACTOR's ticket system.
- D. Reporting Cases to CONTRACTOR

IHSS-PA designated contact shall report the following to the CONTRACTOR:

- 1. Technical Assistance – Questions about Program usage and installation that does not result in registration of a program defect or enhancement request.
- 2. Defect – When there is a problem when the system does not function according to the system's written specifications and requirements. The lack of features or features that do not function in the way the end user desires does not constitute a defect classification.

3. Feature Enhancement Requests – Request for a tool or feature that is not included in the current set of JUMP Technology Services produced or licensed software or features. JUMP will review IHSS-PA's requests for feature enhancement during normal JUMP systems update cycles.
4. Request for Training – IHSS-PA may purchase training for their software via the customer portal using the prepaid service credits on the account.
5. Requests for Data Extracts – IHSS-PA may purchase a data extract with prepaid service credits to serve many one-time needs for assistance when the system reports do not provide information that is requested. Data extracts should not be used.
6. Documentation Discrepancies – Omissions of instructions related to a specific feature that the user is aware exists in the system, incorrect instructions in the documentation, and instructions that provide conflicting information.

B.2 CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall provide:

PROVIDER ENROLLMENT SYSTEM

A. The Provider Enrollment system shall:

1. Provide a web-based application that gives the Public Authority access to create ad-hoc reports.
2. Generate reports in various formats compatible with all Microsoft Office 365 products and PDF.
3. Provide a multi-user system, which enables multiple users access to the same information files simultaneously.
4. The system shall have automated progress tracking, notify provider and staff on progress and allow provider and staff to create new provider profiles.
5. Be used concurrently by 200 persons (internal facing) which includes IHSS-PA staff and have external facing for multiple providers and consumers using the system.
6. Be compatible with Windows printers and printer drivers and must integrate with Microsoft 365 Office Suite. The system shall allow provider and staff to upload documents/forms, complete forms through the portal, download forms and have the ability to print documents.

B. Provider Enrollment Software:

CONTRACTOR system shall:

1. Allow IHSS-PA staff to create log-in profile for providers, upload provider ID and Social Security Number images into the system.
2. Allow provider to enter demographics, complete and sign packet forms electronically and watch orientation videos online, <https://www.youtube.com/watch?v=ytlq1zE1wRg>
<https://www.cdss.ca.gov/Portals/9/IHSS/Provider%20Orientation/English/2020IHSSProviderOrientationVideoScriptFINAL.pdf>

3. Generate Live Scan forms and allow providers to input live scan numbers and print from home or request a mailed copy to the address they provide.
4. Track background checks and orientation status of IHSS home care providers.
5. Provide report generating capabilities with both pre-generated reports and the ability to generate Ad Hoc reports to allow IHSS-PA to choose fields, sort, and filter in any combination and report information/statistics to various governmental agencies. IHSS-PA shall design and save reports for future retrieval and use.

C. Data Migration/Conversion:

CONTRACTOR's system shall:

1. Import and migrate data from IHSS-PA's current HOMCare 2 software.
2. Have the capability to bi-directionally exchange health and social data electronically and send and receive data in various formats.
3. Support communication with additional partners including Riverside IHSS-PA IT department, State's CMIP II system, event planning software such as Eventbrite, Geo mapping systems, zip code programs and artificial intelligence systems.
4. Retrieve information from the State's CMIPS and add to the data warehouse FFP server.
5. Allow IHSS-PA to access and retrieve data from the daily data warehouse, including information pulled by the vendor from the State's CMIPS system for querying purposes.

D. Provider Enrollment

CONTRACTOR's system shall:

1. Provide remote home access to the IHSS provider application form for potential providers to access from their computer, phone or tablet.
2. Provide access to state-required video online presentation/orientations and training on completing timesheets, allow Providers to watch videos through the portal and PA staff shall be able to send and resend videos.
3. Allow IHSS-PA to upload confidential documents, save external documents (paper and electronic) to own files for processing, upload saved documents to Provider/Client account, and have the ability to save confidential documents into new software and/or CMIPS.
4. Provide rotation features to ensure all Providers are selected.
5. Create provider profiles during enrollment activities.
6. Provide public-facing software so providers can communicate with CONTRACTOR and IHSS-PA staff.
7. Allow potential providers to complete State of California forms on the platform. The Forms to be completed on the platform is Exhibit A - SOC 846 IHSS Provider Enrollment Agreement, Exhibit B - SOC 426A IHSS Recipient Designation of Provider Form, Exhibit C - SOC 426 IHSS Recipient Designation of Provider Form, Exhibit D - BCIA 8016 Bureau of Criminal Information & Analysis

Livescan Form, Exhibit E - DPSS-3490 Registry Caregiver Application & Agreement attached hereto this Agreement.

8. Identify and communicate the Contractor's data standards, acceptable formats, include data validation and data collection methods/procedures.

E. Provider-Related Features

CONTRACTOR's system shall:

1. Create, maintain, and update/document provider profiles, including application process documentation, eligibility status, scheduling preferences, background check results, references, and training records.
2. Provide automated letter and mailing label creation, automated notification of expired identifications or driver's licenses.
3. Match providers to consumers based on criteria such as language, geographic area, services offered, availability, and preferences (e.g., pets, smoking).

F. Data Transition

CONTRACTOR's system shall:

1. Provide a Provider Enrollment Registration diagram to IHSS-PA that shows the workflow of the system.
2. Provide data access to a local data warehouse so reports provide the necessary data.
 - a. Data is manageable and easy to leverage and have access to a data warehouse to allow for better extraction and analysis of personal care services and provider -client demographic information. IHSS-PA shall be able to search for Provider/Client with CMIPS Provider number or case number, find Provider/client in the system to search previously uploaded documents, search by Provider's profile i.e. Email address, address, application status, print drug and alcohol forms and access data warehouse.
3. Allow the data warehouse to build reports and dashboards and daily data warehouse updates.
4. Provide a Web-based solution with an emphasis on the need for clear access control, governance policies, and data security measures.
5. Allow PA staff to complete system searches for a person in the database by SSN, DOB, Last Name, First Name.
6. Provide security measures to ensure data security and confidentiality to protect HIPAA and PII information.
7. Allow geolocation and data sensitivity requiring careful handling to ensure compliance with privacy regulations. PA staff shall be able to verify and validate information by users. PA staff shall have the ability to use geolocation and GIS systems to verify address fields.
8. Support single sign-on using Microsoft accounts, as well as Multi-factor authentication

for creating and logging into the application using industry-recognized strong authentication methods (e.g., authenticator applications, cryptographic credentials, or hardware security keys). SMS or email-based authentication may be used only where stronger methods are not technically feasible.

9. Provide a Tickler report or have the ability to prioritize referrals for outstanding provider enrollments as a report or dashboard.
10. Transfer client/provider data from currently used software systems to new software systems.
11. Provide high speed and no time outs, program efficiency and speed while utilizing the system.

REGISTRY MATCHING SYSTEM

The CONTRACTOR shall provide:

- A. The Registry Matching System to create and capture information for two distinct types of profiles, one for Consumers and one for IHSS providers. The system shall share certain data fields, and each type of profile for either Consumers and IHSS providers will be unique. The Public Authority Registry shall be:
 1. A Web-based application that will give the Public Authority the access to create ad-hoc reports and allow Public Authority to access data in their desired format (e.g. PDF, DOC, XLS, image files).
 2. A multi-user system, which enables more than one (1) computer to use the same files of information at the same time.
 3. A system used by all 200 persons concurrently (internal/ facing) which includes IHSS-PA staff. External facing can be unknown number of providers and consumers using the system.
 4. Compatible with Windows 11 printers and printer drivers and must integrate with the Microsoft 365 Office Suite.
 5. Provide a system that allow consumers to locate and hire Providers based on their desired criteria.
- B. Software Requirements

CONTRACTOR's system shall:

1. Allow IHSS-PA staff to create log-in profile for providers, upload provider ID and Social Security Number images into the system.
2. Allow Provider and Recipient to enter demographics, complete, sign and submit packet forms electronically and watch orientation videos online.
3. Generate Live Scan forms, allow Provider to enter their live scan numbers and allow Provider to print from home or request a copy be mailed to the address provided by Provider.
4. Allow IHSS-PA staff to monitor Provider progress in the system. The system shall allow for referral response time selections such as 1-2 days, 10 days and 30 days, Provider Back-up System (BUS), and Public Authority Cleaning and Care (PACC).
5. Assign new referrals to IHSS-PA supervisor.

6. Provide a matching feature to search a client or Provider based on SSN/DOB/Last Name and First Name.
7. Match IHSS-PA registry home care providers with IHSS consumers. IHSS-PA may use matching functions in the system to locate compatible providers. The system also shall generate a list of providers based on client preferences and Provider preference compatibility.
8. Track the background check and orientation status of IHSS home care providers and track trainings completed by IHSS home care providers and IHSS Consumers.
9. Import data and establish one-way interface with the State of California's Case Management, Information and Payrolling system (CMIPS II) to access necessary IHSS home care providers and IHSS consumer data.
10. Allow Users to enter specific criteria so the software will search the application to come up with ideal matches of providers for the consumer.
11. Provide extensive report generating capabilities with both pre-generated reports and the ability to generate Ad Hoc reports to allow the Public Authority to report information/statistics to various governmental agencies.

C. Data Migration/Conversion

CONTRACTOR shall:

1. Import and be capable of migrating data from IHSS-PA's current HOMCare 2 software to ensure that existing data is maintained.
2. Provide the capability to bi-directionally exchange health and social data electronically and send and receive data in various formats compatible with Office 365, PDF, etc.
3. Allow communication with additional partners such as Riverside IHSS-PA IT department, State's CMIP II system, event planning software such as Eventbrite, Geo mapping systems, zip code programs and artificial intelligence systems.
4. Allow IHSS-PA to pull information from the daily data warehouse FFP server which includes information that the CONTRACTOR pulls from the State's CMIPS system to query information.

D. General Features

CONTRACTOR shall:

1. Provide secure hosting with daily backups and failover environment. Data must be housed only within the US boundaries.
2. Provide data on cloud that is native and third-party based.
3. Provide web-based access via any internet-enabled device with a web-browser.

4. Provide user multi-factor authentication for creating and logging into the application using industry-recognized strong authentication methods (e.g., authenticator applications, cryptographic credentials, or hardware security keys), along with role-based account permissions. SMS or email-based authentication may be used only where stronger methods are not technically feasible.
5. Provide Backend audit trail of system transactions.
6. Provide Encryption of all data in transit (TLS) and at rest (AES-256).
7. Provide Electronic file cabinet for document storage (e.g., PDF, DOC, XLS, images).
8. Provide Built-in report writer with ad hoc data extraction capabilities. IHSS-PA shall have the ability to choose fields, sort and filter in any combination, as needed.
9. Create a client list for providers, to create referral forms round robin with IHSS-PA having the ability to add or remove staff from the rotation.
10. Provide drop down menus for assignments, have checkboxes for client and provider preferences and the ability to filter preferences and Services.
11. Provide date and time stamp IHSS-PA staff notes, an alert box with alert capability for IHSS-PA staff to highlight concerns and the ability to highlight minor or major offenses.
12. Provide Case management to track referrals. New referrals shall be assigned to IHSS-PA, allow IHSS-PA to assign a Provider for referral and interview, document referrals and potential hiring of new Provider.
13. Provide referral closure selection (matched, cancelled due to client non-cooperation, cancelled due to exhaustion of resources, cancelled due to no contact made, client request closure, matched-no-linked, and referrals closed under the matched status selection).
14. Provide Geo-location matching to match by location, task type, and zip codes.
15. Lock providers temporarily or permanently out of the system due to abuse, major and minor offenses.
16. Interface and have the capability to interact with the State of California's CMIPS II system for both client/providers.
17. Provide address verification system to prevent incorrect entry. GEO location and GIS systems are used to verify and standardize address fields. The fields shall only accept specific/certain criteria (i.e. characters/numbers).
18. Give client referrals a response time (1-2 days, 10 days, 102 days, BUS, PACC).
19. Pull clients and provider's matching history, pull client and provider demographic information such as name, address, and phone numbers. The system shall allow IHSS-PA searches to search for a person in the database (i.e., SSN, DOB, Last Name, First Name):
 - a. Enter/edit provider's profile, such as, Email address, address, application status, CMIPS provider number, type of provider (TRT or Ind)
 - b. Grant full access to reception, such as, getting a provider active (if the application is cancelled and creates a DNA letter)

- c. The system shall have a customer survey feature to allow IHSS-PA staff to interact with providers/ through clicking a button to send the survey via email to the providers. After the survey is completed, it will return to the system and IHSS-PA staff can track responses via the software.

E. Consumer-Related Features

CONTRACTOR shall:

1. Create, maintain, and update IHSS consumer profiles, including documentation of needs, preferences, referrals, authorized hours, contact notes, and complaints.
2. Identify providers matching consumer criteria. The system generates a list of providers based on client preferences and provider preferences compatibility and refer consumers to providers, including automated letter creation.

F. Provider-Related Features

CONTRACTOR's system shall:

1. Create, maintain, and update provider profiles, including application process documentation, eligibility status, scheduling preferences, background check results, references, and training records.
2. Provide automated letter and mailing label creation, automated notification of expired identification or driver's licenses.
3. Match providers to consumers based on criteria such as language, geographic area, services offered, availability, and preferences (e.g., pets, smoking).
4. Document provider contacts and training sessions.

G. Data Transition features

CONTRACTOR shall:

1. Provide a Public Authority Registry diagram to IHSS-PA that shows the workflow of the system.
2. Provide data access to a local data warehouse so reports provide the necessary data.
3. Ensure data is manageable and easy to leverage and have access to a data warehouse to allow for better extraction and analysis of personal care services and provider -client demographic information. IHSS-PA shall be able to search for Provider/Client with CMIPS Provider number or case number, find Provider/client in the system to search previously uploaded documents, search by Provider's profile i.e. Email address, address, application status, print drug and alcohol forms and access data warehouse.
4. Ensure the Data Warehouse can build reports and dashboards and daily data warehouse updates.
5. Provide a Web-based solution with an emphasis on the need for clear access control, governance policies, and data security measures.
6. Ensure security measures are in place to ensure data security and confidentiality to protect HIPAA and PII information.

7. Provide geolocation and data sensitivity requiring careful handling to ensure compliance with privacy regulations.
8. Support single sign-on using Microsoft accounts, as well as multi-factor authentication for creating and logging into the application using industry-recognized strong authentication methods (e.g., authenticator applications, cryptographic credentials, or hardware security keys) for added security. SMS or email-based authentication may be used only where stronger methods are not technically feasible.
9. Provide a Tickler report or ability to prioritize referrals or outstanding provider enrollments.
10. Transfer client/provider data from currently used software systems to new software systems.
11. Provide high speed and no time outs, program efficiency and speed.

H. Reporting Requirements

CONTRACTOR shall provide:

1. Registry Monthly Summary Report
 - a. The Monthly Summary Report shall include the number of interventions, the number of hours for training and the number of registry matches per month, per case manager.
2. Introduction Meeting Reports
 - a. The Introduction Meeting reports shall include: the total number of meetings held, the total number of meetings held in each Region, the total number of attendees for all Regions, and the total number of attendees for each registry specialist and/or region.
3. Provider Reports
 - a. The following Home Care Provider data fields shall include:
 - i. Total number of Consumers regardless of status.
 - ii. Total number of Consumers by Region and by assigned manager to compare discrepancies.
 - iii. Total number of Consumer referrals.
 - iv. Total number of Consumer referrals by each Region.
 - v. Total number of referrals by IHSS Social Workers.
 - vi. Total number of referrals by IHSS Consumers.
 - vii. Total number of referrals by other sources.
 - viii. Total number of referral list distributed.
 - ix. Total number of home visits by Region.
 - x. List of reasons for home visits.
 - xi. Total number of Registry matches made, including repetitive matches for the same month as some matches may be counted multiple times for the same month (helps demonstrate patterns of difficult consumers who may need further intervention).
 - xii. Average number of days it took to match Consumer with Provider (must include report date and actual match date, as both dates are necessary for statistical analysis).
 - xiii. Total number of matches by Region.
 - xiv. Total number of unmatched referrals.
 - xv. Reasons why matches Failed.
 - xvi. Number of mandated abuse reports made, by whom and reasons.
 - xvii. Number of hours of training, broken down by region and language.

- xviii. Number of Consumers removed from the Registry, and reasons for removal.
- xix. List of consumers requiring a follow-up 7-10 days from the date the list was sent or 30 days following the date the provider was hired.
- xx. Demographics from consumer application.

4. Case Management Reports

- a. The Case Management Report data elements shall include:
 - i. Total number of cases (Consumers and Home Care Providers) by case manager and region.
 - ii. Number of new cases by month.
 - iii. Number of new cases by case manager.
 - iv. Total number of closed cases.
 - v. Total number of closed cases per month.
 - vi. Total number of closed cases per month by case manager.
 - vii. Spoken Language of Consumers and Home Care Providers by Region.
 - viii. List of unmet needs as reported by Consumer.
 - ix. Total number of complaints and to whom complaints were directed (i.e. IHSS, APS, PA).
 - x. Total number of complaints case manager and/or region.

5. Progress Notes

- a. Automatically populate when a match exists between Consumer and Provider.
- b. Relate to both provider and consumer (i.e. hire, fire, complaint, complement, problem solving, and home visit) must appear in both the provider and consumer profiles.
- c. Automatically populate and request an electronic signature of staff who updated the record.
- d. Clearly identify when any changes, actions, or outcomes are updated.
- e. Contain a spell check feature to check and correct spelling in the notes.

I. Additional Services

CONTRACTOR shall:

- 1. Track and score provider and client issues so IHSS-PA can run reports and find training opportunities through compliant tracking and compliant reporting.
- 2. Provide provider/client matching with referral history and reporting.
- 3. Provide a batch communication feature, to send message to multiple recipients.
- 4. Assign activities/reminders to providers that will be seen in their to do list which includes reporting for supervisors.
- 5. Provide browser enabled built-in spell check and autofill where applicable.

B.4 TRAINING

CONTRACTOR shall:

- A. Provide training on the software application as requested/approved by IHSS-PA.
- B. Provide a training class up to 200 staff and/or stakeholders at a IHSS-PA location or online including distribution of training manual that mirrors the current version of the application. The duration of the class will be at the recommendation of the CONTRACTOR.
- C. Maintain and manage the mechanisms to deliver training to IHSS-PA staff; ensuring that all training materials and media are maintained and updated to reflect the current versions of the application in the production environment. Training material shall include an activity packet and videos of the specific workflow configuration.
- D. Provide a manual for software operations to IHSS-PA manually and/or hard copies per IHSS-PA request. The CONTRACTOR will notify IHSS-PA of any corrections and/or upgrades to the software application and provide manual revisions to IHSS-PA reflecting those application changes and/or upgrades immediately.
- E. Provide training sessions to include a kickoff training to introduce the software system and introduce the proposed schedule of training. The training cost is an all-inclusive cost of \$9,000 per group (IHSS/Registry) which includes on-site and remote training services.

B.5 MAINTENANCE AND TECHNICAL SUPPORT

CONTRACTOR shall:

- A. Provide unlimited technical support and software maintenance between 7:00 a.m. to 6:00 p.m., Monday through Friday, PST. IHSS-PA may access support through the after-hour services after normal business hours or holidays listed in the SLA.
- B. Provide System Availability 24 hours a day, 7 days a week.
- C. Provide all maintenance during non-business hours with little to no interruption to the system. Normal maintenance/upgrades shall not be scheduled Monday –Friday between the hours of 7 a.m. and 6 p.m. PST. Scheduled maintenance will be completed on the weekends.
- D. Provide Excusable Downtime - Period of time when the system is unavailable due to a scheduled software and/or hardware upgrade, IHSS-PA request to take the system offline, or an event beyond the control of CONTRACTOR (including but not limited to a natural disaster or an act of terrorism).
- E. Provide Non-Excusable Downtime - Period of time when the system, modules, or components are unavailable due to an error/defect in the application or database, a hardware failure at the co-location site, a power failure at the co-location site, or a network failure up to, but not including, the interconnection point of the co-location infrastructure and the ISP infrastructure.
- F. Provide a top-level response time, outlined in the Service Level Agreement (SLA) attached hereto as Attachment V, that will be an average of five (5) seconds.

- G. Provide Reliability - During System uptime as described in "System Availability" above, Downtime of the System, its modules, or components, shall not exceed 2% of the scheduled System Availability during normal business hours Monday – Friday between the hours of 7:00 a.m. and 6:00 p.m. PST. If the system downtime exceeds 2%, a corrective action plan may be requested by IHSS-PA..
- H. Maintain and manage the mechanisms that ensure standardized methods and procedures are used for handling all changes reducing the chances of causing negative impact on service quality when implementing a change, ensuring that all components affected by the proposed change are involved in the development and validation of the change prior to its introduction into the production environment.
- I. Maintain and manage the mechanisms through which requests for application changes or problem reporting are received, recorded and tracked for resolution. Contractor is expected to acknowledge, and trouble shoot technical issues according to the response time listed in the SLA attached hereto as Attachment V and submit confirmation to IHSS-PA in writing. CONTRACTOR is responsible for the identification of permanent fixes to avoid future disruptions of service.
- J. For all maintenance service calls, provide IHSS-PA the following information to be maintained:
 - 1) nature of the deficiency, 2) current status of the deficiency, 3) action plans, 4) dates, and times, 5) expected and actual completion time, and 6) deficiency resolution information.
- K. Provide an after-hours contact number to communicate directly with CONTRACTOR's staff regarding critical outages

B.6 SOFTWARE UPGRADES

CONTRACTOR shall:

- A. Provide software upgrades to introduce new features once or twice a year and introduce in advance with details released through the customer portal.
- B. Conduct live release reviews during webinars and in workgroup meetings to review new features.
- C. Release patches on an average of 2-3 times per year.
- D. Conduct in-house process reviews quarterly to identify and assign new features for the next software release.
- E. Allow IHSS-PA to have access to configure their lists, provider matching requirements, client matching requirement assessment forms, data collection forms and more in the system administrator.
- F. Provide service credits to order one-time services for the duration of the contract. The professional service rate is \$125 per hour. The service credits are for hourly services that are not included in the contract but can be used for the following one-time services:
 - 1. Training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services.
 - 2. Exchange rates are based on custom quote requests or training ordered from the training catalog. For training services or one-time services such as data repair or data extracts credits must be prepaid and applied to customer account prior to quote requests or training orders.
 - 3. No work shall be completed for hourly services that are not in the contract, unless through a formally approved and executed amendment by both parties.

B.7 JOINT OPERATION MEETINGS (JOMS)

Participate in Joint Operation Meetings (JOMS) and/or other meetings intended to evaluate program implementation and identify needed modifications where appropriate.

ATTACHMENT I

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside IHSS-PA and JUMP Technology Services, L.L.C.

This HIPAA Business Associate Agreement (the “Addendum”) supplements, and is made part of (the DPSS-0005441 “Underlying Agreement”) between the County of Riverside IHSS-PA (“IHSS-PA”) and JUMP Technology Services, L.L.C. (“Contractor”) and shall be effective as of the date the Underlying Agreement is approved by both Parties (the “Effective Date”).

RECITALS

WHEREAS, IHSS-PA and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to IHSS-PA, and in conjunction with the provision of such services certain protected health information (“PHI”) and/or certain electronic protected health information (“ePHI”) may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, IHSS-PA is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent IHSS-PA discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of IHSS-PA, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of IHSS-PA, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of IHSS-PA, and appropriate limitations and conditions on such uses and disclosures;

IHSS-PA of Riverside BAA 09/2013

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which IHSS-PA participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. “Designated record set” as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. “Electronic protected health information” (“ePHI”) as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. “Electronic health record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. “Health care operations” has the meaning given such term in 45 CFR §164.501.
- H. “Individual” as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. “Person” as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. “Privacy Rule” means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. “Protected health information” (“PHI”) has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. “Required by law” has the meaning given such term in 45 CFR §164.103.
- M. “Secretary” means the Secretary of the U.S. Department of Health and Human Services 22 (“HHS”).
- N. “Security incident” as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. “Security Rule” means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. “Subcontractor” as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. “Unsecured protected health information” and “unsecured PHI” as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of IHSS-PA's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, IHSS-PA as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
 - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide data aggregation services relating to the health care operations of IHSS-PA pursuant to the Underlying Agreement or as requested by IHSS-PA; and,
 - (4) De-identify all PHI and/or ePHI of IHSS-PA received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from IHSS-PA.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from IHSS-PA or from another business associate of IHSS-PA, except as permitted or required by this Addendum, or as required by law.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that IHSS-PA would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by IHSS-PA to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of IHSS-PA.

- A. IHSS-PA agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by IHSS-PA that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. IHSS-PA agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. IHSS-PA agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. IHSS-PA agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. IHSS-PA agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. Obligations of Contractor. In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify IHSS-PA if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to IHSS-PA any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to IHSS-PA or the Secretary, in the time and manner designated by IHSS-PA or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from IHSS-PA, or created or received by Contractor on behalf of IHSS-PA, for purposes of determining, investigating or auditing Contractor's and/or IHSS-PA's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify IHSS-PA upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by IHSS-PA), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by IHSS-PA.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the IHSS-PA to the extent Contractor is to carry out IHSS-PA's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to IHSS-PA or an individual as directed by IHSS-PA, within five (5) days of request from IHSS-PA, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set IHSS-PA directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from IHSS-PA, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist IHSS-PA to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for IHSS-PA to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from IHSS-PA, provide to IHSS-PA or any individual as directed by IHSS-PA information collected in accordance with this section to permit IHSS-PA to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for IHSS-PA information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. Security of ePHI. In the event IHSS-PA discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to IHSS-PA ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of IHSS-PA in accordance with 45 CFR §164.308, §164.310, and §164.312;

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to IHSS-PA any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify IHSS-PA in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - (2) **Content of notification.** The written notification to IHSS-PA relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with IHSS-PA and shall provide IHSS-PA with any information requested by IHSS-PA to enable IHSS-PA to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to IHSS-PA not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless IHSS-PA under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when IHSS-PA, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist IHSS-PA to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - (2) Contractor agrees to report to IHSS-PA any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and

shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term “breach” as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

- A. Contractor agrees to indemnify and hold harmless IHSS-PA, all Agencies, Districts, Special Districts and Departments of IHSS-PA, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor 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, of IHSS-PA, all Agencies, Districts, Special Districts and Departments of IHSS-PA, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of IHSS-PA, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of IHSS-PA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor’s indemnification to IHSS-PA as set forth herein. Contractor’s obligation to defend, indemnify and hold harmless IHSS-PA shall be subject to IHSS-PA having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor’s expense, for the defense or settlement thereof. Contractor’s obligation hereunder shall be satisfied when Contractor has provided to IHSS-PA the appropriate form of dismissal relieving IHSS-PA from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor’s obligations to indemnify and hold harmless IHSS-PA herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying IHSS-PA to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. Term. This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by IHSS-PA to Contractor, or created or received by Contractor on behalf of IHSS-PA, is destroyed or returned to IHSS-PA, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. Termination.

A. Termination for Breach of Contract. A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by IHSS-PA, destroy all PHI and/or ePHI received from IHSS-PA, or created or received by the Contractor on behalf of IHSS-PA, and, in the event of destruction, Contractor shall certify such destruction, in writing, to IHSS-PA. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to IHSS-PA of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

A. Retention Period. Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for IHSS-PA to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit IHSS-PA to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to IHSS-PA.** All notifications required to be given by Contractor to IHSS-PA pursuant to the terms of this Addendum shall be made in writing and delivered to the IHSS-PA both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as IHSS-PA may hereafter designate. All notices to IHSS-PA provided by Contractor pursuant to this Section shall be deemed given or made when received by IHSS-PA.

IHSS-PA HIPAA Privacy Officer: HIPAA Privacy Manager

IHSS-PA HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

IHSS-PA HIPAA Privacy Officer Number: (951) 955-9493

— — — — — **TO BE COMPLETED BY IHSS-PA PERSONNEL ONLY** — — — — —

IHSS-PA Departmental Officer: _____

IHSS-PA Departmental Officer Title: _____

IHSS-PA Department Address: _____

IHSS-PA Department Fax Number: _____

IHSS-PA of Riverside BAA 09/2013

ATTACHMENT II
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Where multi-factor authentication is not available, passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;

2. Systems are logged;
3. System use is for business purposes only, by authorized users; and
4. Users shall log off the system immediately if they do not agree with these requirements.

K. System Logging.

1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
3. If PII is stored in a database, database logging functionality shall be enabled.
4. Audit trail data shall be archived for at least three (3) years from the occurrence.

L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission Encryption.

1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.

1. The Contractor must ensure audit control mechanisms are in place.
2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the IHSS-PA.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the IHSS-PA to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

DPSS Privacy Officer
DESC/Employee Development Unit
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
privacyincident@rivco.org

ATTACHMENT III
Assurance of Compliance

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

JUMP Technology Services, L.L.C.
NAME OF ORGANIZATION

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

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

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

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

04/10/2026

Date

1201 Covell Village Dr. # 436
Edmond, OK 73003
Address of Vendor/Recipient
(08/13/01)



Director's Signature

CR50-Vendor Assurance of Compliance

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

THE COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From:

Remit to Name

Address

City, State and Zip Code

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

☐ Advance Payment \$ _____
(if allowed by Contract/MOU)

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

☐ Unit of Service Payment \$ _____

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

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

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

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

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

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

Name

Phone Number

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

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

MRU Authorization _____ Date _____

Amount Authorized _____

Invoice Number _____

PO Number _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

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

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

Service Level Agreement

Support is provided under this contract that provides customer access to a dedicated support team during normal business hours. Normal business hours are between 7:00 a.m. and 6:00 p.m. (Pacific Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as SECTION B and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. The SSC web site address is <https://jumpssc.com>

After hours support and emergency contact information will be provided according to the terms of the customer agreement. An emergency phone number will be provided to customers for critical outage reports.

Service includes the following:

- Access to support services via customer portal for five (5) designated Customer contacts
- SSC web access provides
 - Submitting Program inquiries or reporting Program problems
 - Access to Program technical tips
 - Access to Program problem and solution list(s)
 - Review Customer call/issue & status
 - Review Customer maintenance contract status

3.0 Reporting Cases to the SSC

3.1 All Program inquiries or issue reports submitted to JUMP Technology Services Help Desk Tickets (HDT) must be made by a designated Customer contact. HDT will generally fall into one of four categories:

- **Technical Assistance:** Questions about Program usage and installation that does not result in registration of a program defect or enhancement request.
- **Defect:** A Customer encounters a problem when the system does not function according to the system's written specifications and requirements. The lack of features or features that do not function in the way the end user desires does not constitute a defect classification.
- **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services produced or licensed software or features. JUMP will review Customer's requests for feature enhancement during normal JUMP systems update cycles.
- **Requests for Training:** Customers may purchase training for their software via the customer portal using the prepaid service credits on their account.

Requests for Data Extracts: Customers may purchase a data extract with prepaid service credits to serve many of their one-time needs for assistance when the system reports do not provide the information they are requesting. Data extracts should not be used as a substitute for custom built, online reports, but they can help you when the information you need is urgent and infrequent. The

system will require that you have at least 1 service credit to charge the request to. Each customer is provided 2 complimentary service credits per year which may be applied to data extracts or training. Data extracts take us to one hour, generally this does not include grouping and aggregation, pivot tables, or charts, etc. Data columns will be provided using filters requested by County. Information will be provided in an excel sheet that County may utilize to perform additional functions to meet needs.

- **Documentation Discrepancies:** Omissions of instructions related to a specific feature that the user is aware exists in the system, incorrect instructions in the documentation, and instructions that provide conflicting information.

3.2 All HDT submitted to the SSC shall be made in the form of an issue report and may require the following information prior to acknowledgment:

- Contact information for the designated Customer contact reporting the problem.
- A general description of the operating environment in which the issue was discovered (as applicable).
- A description of relevant hardware components in the environment.
- A description of relevant software components (O.S., browser) in the environment and their versions.
- A description of the problem and expected results.
- System generated error messages.

3.3 JUMP will respond to HDT within JUMP's published response time goals as follows for all issues categories excluding enhancement requests:

Priority	Acknowledgment	Response
1 – High	2 business hours	4 business hours
2 – Medium	4 business hours	1 business day
3 – Low	1 business day	3 business days

- **Acknowledgment Time** is the time between the Customer reporting the HDT to JUMP and the time JUMP gives the Customer notice that it acknowledges receipt of the report. These response times apply to HDT reported via our ticket system during normal business hours (CST). HDT reported via the portal outside of normal business hours (CST) will adhere to the above times from the start of the next business day. Acknowledgment is dependent upon JUMP receiving sufficient information as outlined in 3.2 to troubleshoot the reported problem.
- **Response Time** is the time between the Customer reporting the HDT and the time that a PMO or SSC Analyst is assigned and actively working on the HDT. A response does not equal resolution and does not guarantee a promise of resolution depending upon JUMP's classification of the issue reported.

4. Enhancements requests will be acknowledged within 5 business days. Acknowledgement of an enhancement request does not ensure that the enhancement will be implemented. Response times will vary by enhancement. Customers may purchase enhancements using prepaid service credits or one time project implementation funding. All enhancements require a formally approved and executed amendment by both parties as stated in the IHSS PA contract.

4.0 Definitions of HDT Priorities

4.1 Priority Definitions: JUMP will assign the appropriate priority to all HDT based on the following criteria:

Priority	Conditions
1 – High	Critical business impact. The Customer has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the Customer, which results in the inability to use a mission critical application.
2 – Medium	Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole function but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	Minimal business impact. The Customer can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

4.2 JUMP's Undertaking: For each HDT reported by Customer, JUMP undertakes to:

- Maintain a telephone number for Customer to call to report a problem and receive assistance for after-hours critical outages
- Confirm receipt of all reports to Customer. The confirmation shall be in written form and shall contain an identifying ticket number assigned by JUMP which will be used in all subsequent communications and contain a timeframe in which a response from JUMP can be expected.
- Analyze the report and verify the existence of the problem
- Provide Customer assistance in resolving issues JUMP has classified as a defect and/or providing references to existing documentation and end user materials.

4.3 Customer's Undertaking: Before escalating a HDT to JUMP, Customer undertakes to:

- Appoint designated Contacts from Customer's organization for all matters relating to the support issues for JUMP systems
- Obtain all necessary information as outlined in 3.2
- Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- Maintain an accurate record of all HDT actions, based on feedback from JUMP.

5.0 Closure of HDT

HDT will be considered to be resolved and will be closed under the following conditions:

- Customer receives an error correction, a workaround, or information that resolves the issue.
- Issue is identified as not a problem with the JUMP product
- If the HDT results in a defect correction or enhancement request being entered and Customer has been advised of this and has been notified of the defect/enhancement ID for future reference.
- Customer has not responded after 10 business days to JUMP after information was provided via the ticket system.

6.0 Software Releases

Customer may access system release information through the SSC web site: <https://jumpssc.com>

7.0 Failure Correction Goals

HDT that results in the identification of a software system defect/failure will cause a **Defect** to be logged. The Customer will be notified that the defect/failure was received and will be provided with an HDT number. JUMP will respond to defect reports as indicated in the table below. The response time goals do not apply in situations where it is verified that the source of the failure is a third-party product. The final solution timeline will be counted from the date of submission less the days JUMP was waiting on more information from the customer.

Defect Correction Goals:

Priority	Interim Solution	Final Solution
1 – High	All commercially reasonable effort until the defect is repaired	Permanent correction within 30 business days of identification of the cause of the defect.
2 – Medium	N/A	Permanent correction within 45 business days of identification of the cause of the defect
3 – Low	N/A	Permanent correction with next schedule Major Release or Update Release

SECTION B - JUMP Technology Services Company Holidays

The following JUMP Technology services company holidays will be excluded from the support plan and as defined above. JUMP company holidays are subject to change from year to year, but the total number of JUMP company holidays will not exceed ten (10) days per year.

Generally, the following holidays will be observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day after Thanksgiving, Christmas Day, and the Day after Christmas.

Attachment VI
JUMP Subscription Agreement

**JUMP TECHNOLOGY SERVICES, L.L.C.
ENTERPRISE SUBSCRIPTION AGREEMENT**

This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP Technology Services) and _County of Riverside In-Home Supportive Services Public Authority, a corporate public body, _____ (hereafter referred to as Customer) and will become effective upon execution and will continue in effect until the services provided for herein have been performed or until terminated as provided herein. Each of JUMP Technology Services and Customer may be referred to herein individually as a “Party” and together as the “Parties.” This Agreement, including the Schedules, no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be affected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

1 DEFINITIONS

Bolded terms used herein but not defined, have the meaning set forth in the Enterprise Subscription Agreement.

2 LICENSED SOFTWARE

2.1 CUSTOMER will receive a personal, nonexclusive, and nontransferable license to use the Licensed Software and related documentation during the term designated on this Agreement.

2.2 Except for the rights expressly granted herein, this Agreement does not transfer from JUMP Technology Services to CUSTOMER any intellectual property and/or developed technology, and all right, title, and interest in and to such property/technology will remain solely with JUMP Technology Services. CUSTOMER shall supervise and approve access for all **Authorized Users** of the Licensed Software and shall prevent unauthorized access and use of the Licensed Software. CUSTOMER may not use any component of the System to provide services to third parties as a service bureau or data processor.

3 SERVICES

This Agreement sets forth the terms and conditions under which JUMP Technology Services agrees to provide (i) certain hosted “software as a service” (“**Subscription Services**”) for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefore, a “**Platform**”) to **Authorized Users**, as further set forth on each order form (“**Order Form**”) and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management (“**Professional Services**” together with **Subscription Services**, the “**Services**”) related to CUSTOMER’s access to, and use of, such **Subscription Services** and each **Platform**, as further set forth on each statement of services (“Statement of Work”) issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a “Statement of Services”).

3.1 Platform. During the term set forth in this Agreement, JUMP Technology Services shall provide CUSTOMER (a) a non-exclusive, non-assignable, limited right to access and use the **Platform** during the Term, solely for CUSTOMER's internal business operations and subject to the terms of this Agreement and schedules; and (b) Software support.

3.2 Subscription Services. Each applicable **Order Form** shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable **Platform**, user limitations, fees, subscription term and other applicable terms and conditions. For Licensed Software, JUMP Technology Services shall provide the Support Services as set forth in Schedule A, Payment Provisions.

3.3. Professional Services. Unless otherwise stated, **Professional Services** shall be performed on a time and materials basis at JUMP's standard rates.

3.4 Changes to Platform. JUMP Technology Services may, in its sole discretion, make any changes to any **Platform** that it deems necessary or useful to maintain or enhance (a) the quality or delivery of JUMP Technology Services' products or services to its CUSTOMERs, (b) the competitive strength of, or market for, JUMP Technology Services' products or services, (c) such **Platform's** cost efficiency or performance, or (ii) to comply with applicable law.

3.5 CUSTOMER Responsibilities. CUSTOMER shall approve access for all **Authorized Users** to the **Platform** and shall prevent unauthorized access and use of the **Platform** and **licensed software**. CUSTOMER shall not and shall ensure that its **Authorized Users** do not: (i) sell, resell, lease, lend or otherwise make available the **licensed software** to a third-party; (ii) modify, adapt, translate, or make derivative works of the **licensed software**; or (iii) sublicense or operate the **licensed software** for timesharing, outsourcing, or service bureau operations. CUSTOMER will maintain sufficient bandwidth and network connectivity for the operation of the **licensed software** and **subscription services** and shall have sole responsibility for installation, testing, and operations of CUSTOMER facilities, telecommunications and internet services, equipment, and software upon CUSTOMER's premises necessary for CUSTOMER's use of the **licensed software**. CUSTOMER will pay all third-party access fees incurred by CUSTOMER to access and use the **Platform** and **licensed software**.

4 PLATFORM ACCESS AND AUTHORIZED USER

4.1 Administrative Users. During the configuration and set-up process for each **Platform**, CUSTOMER will identify an initial administrative user account which will be configured by JUMP Technology Services account during initial implementation. CUSTOMER will be responsible for creating CUSTOMER's additional administrative accounts. JUMP Technology Services will maintain its administrative accounts to assist CUSTOMER in support of its **service level agreement**.

4.2 Authorized Users. CUSTOMER may allow such a number of CUSTOMER's employees and/or independent contractors as is indicated on Schedule A to use the

applicable **Platform** on behalf of CUSTOMER as “**Authorized Users.**” **Authorized User** subscriptions are for designated **Authorized Users** and cannot be shared or used by more than one **Authorized User**. Newly **Authorized Users** must have their own account and unique email address. CUSTOMER will be responsible for monitoring active licensed users and inactive accounts that should no longer have access to the **Platform**. CUSTOMER will be responsible for requesting the next license level to add more licenses to this Agreement as needed.

4.3 Authorized User Conditions to Use. As a condition to access and use of a **Platform** each **Authorized User** shall agree to abide by the terms of use laid out in this Agreement.

4.4. Account Responsibility. CUSTOMER will be responsible for (i) all uses of any account created by CUSTOMER or created by JUMP Technology Services at CUSTOMER's written request, regardless of CUSTOMER's knowledge of such use, and (ii) securing its passwords (including but not limited to administrative and user passwords) and files. JUMP Technology Services is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords of CUSTOMER user accounts. CUSTOMER shall also ensure that each **Authorized User** uses their own unique login and password when they log into the **Platform**.

5 ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

5.1 Software Restrictions. CUSTOMER will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, deconstruct or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the **Platform**, **Software** (ii) modify, translate, or create derivative works based on a **Platform** or any **Software**; (iii) use a **Platform** or any **Software** for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any **Software** or a **Platform** in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such **Software** or **Platform**. **Software** and the **Services** are the **Confidential Information** of JUMP Technology Services.

5.2 CUSTOMER Compliance. CUSTOMER shall use, and will ensure that all **Authorized Users** use, each **Platform**, **Software**, and the **Services** in full compliance with this Agreement and all applicable laws and regulations. CUSTOMER represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to the **Platform and licensed software** provided by JUMP Technology Services, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. JUMP Technology Services may suspend CUSTOMER's account and access to each **Platform** and **Services** at any time and without notice if JUMP Technology Services reasonably believes that CUSTOMER is in violation of this Agreement. Although JUMP Technology Services has no obligation to monitor CUSTOMER's use of a **Platform**, JUMP Technology Services may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

5.3 Cooperation. CUSTOMER shall provide all cooperation and assistance as JUMP Technology Services may reasonably request to enable JUMP Technology Services to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing JUMP Technology Services with such access to CUSTOMER's premises and its information technology infrastructure as is necessary for JUMP Technology Services to perform the **Services** in accordance with this Agreement.

5.4 Training and Education. CUSTOMER shall use commercially reasonable efforts to cause **Authorized Users** to be, at all times, educated and trained in the proper use and operation of each **Platform** that such **Authorized Users** utilize, and to ensure that each **Platform** is used in accordance with applicable manuals, instructions, specifications, and documentation provided by JUMP Technology Services. CUSTOMER shall be responsible for entering a help desk ticket when one-on-one new user training is needed.

5.5. CUSTOMER Systems. CUSTOMER shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each **Platform**, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

5.6 Restrictions on Export. CUSTOMER shall not to transfer, or authorize the transfer of, the **Licensed Software** to a prohibited country or otherwise in violation of any such restrictions or regulations.

6 CONFIDENTIALITY

6.1 Confidential Information. With respect to **Confidential Information** of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such **Confidential Information**, that it uses to protect its own proprietary and **confidential information** of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such **Confidential Information** in strict confidence and not use, sell, copy, transfer reproduce, or divulge such **Confidential Information** to any third party, (iii) not use such **Confidential Information** for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

6.2 Compelled Disclosure. The Receiving Party may disclose **Confidential Information** of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such **Confidential Information**, in whole or in part.

6.3 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy

that may be available at law or in equity, without the necessity of posting bond or proving actual damages. Disclosing Party has the right to terminate this Agreement upon discovery of such breach.

7 PROPRIETARY RIGHTS

7.1 Ownership. CUSTOMER shall own all rights, title, and interest in and to the **CUSTOMER Data**. JUMP Technology Services shall own and retain all rights, title, and interest in and to (i) each **Platform**, **Software** and the **Services** and all improvements, enhancements, test scripts, documents, or modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the **Services**, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing. JUMP Technology Services shall grant to CUSTOMER a non-exclusive, non-transferable license to use the **Platform** only for CUSTOMER's own internal purposes in connection with the **Licensed Software** and **Services**.

7.2 CUSTOMER Data and Vendor Information License. CUSTOMER hereby grants to JUMP Technology Services a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit (i) **CUSTOMER Data** to provide the **Services** to CUSTOMER hereunder and as necessary or useful to monitor and improve a **Platform**, **Software**, and the **Services**, both during and after the Term. For the avoidance of doubt, JUMP Technology Services may use, reproduce, and disclose **Platform**-, **Software**- and **Services**-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to CUSTOMER or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by JUMP Technology Services. CUSTOMER acknowledges that it will not have access to CUSTOMER Data through JUMP Technology Services or any Platform following the expiration or termination of this Agreement except as provided in Section 9.4. If the contract is terminated, CUSTOMER Data shall provide a tangible deliverable of accessible data (i.e. SQL) per the data transition requirements of the agreement.

7.3 Aggregated Statistical Information. JUMP Technology Services owns the aggregated and statistical data derived from the operation of the **Platform**, including, without limitation, the number of records created by the **Platform**, the numbers and types of transactions, configurations, and reports processed and the performance results ("Aggregated Statistical Information"). Nothing in this agreement shall be construed as prohibiting JUMP Technology Services from utilizing the Aggregated Statistical Information for purposes of providing or improving its services, benchmarking service performance, preparing statistics and system metrics, and marketing; provided however, that JUMP Technology Services' use of Aggregated Statistical Information does not disclose any information that is related to an identified or identifiable individual and has been provided by CUSTOMER within the Platform ("**CUSTOMER Data**") to any third party.

7.4 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

8 Reserved

9 Reserved

10 WARRANTY AND DISCLAIMER

10.1 Warranties. JUMP Technology Services represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, CUSTOMER warrants that (i) CUSTOMER owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the **customer data** that is placed on, transmitted via or recorded by a **Platform** and the **Services**; (ii) the provision and use of **customer data** as contemplated by this Agreement and each **Platform** and the **Services** does not and shall not violate any CUSTOMER's privacy policy, terms- of-use or other agreement to which CUSTOMER is a party or any law or regulation to which CUSTOMER is subject to; and (iii) with the exception of social security numbers, no **customer data** will include bank routing numbers, credit card or debit card numbers, credit report information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Fair Credit Reporting Act, and the Gramm-Leach-Bliley Act. Additionally, CUSTOMER warrants that it will not enter data governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) unless JUMP Technology Services has indicated in writing that the system provided by JUMP Technology Services is offered for the purposes of collecting protected health information.

10.2 Remedy. CUSTOMER's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify JUMP Technology Services of the applicable non-conformity, in which case JUMP Technology Services shall use commercially reasonable efforts to correct such non-conformity. Notwithstanding the foregoing, JUMP Technology Services shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of CUSTOMER, including a failure to use the **System** or **Services** in conformance with the Documentation or Applicable Law; (b) any person (other than JUMP Technology Services) making modifications to the **Platform** in any way without JUMP Technology Services' prior written consent; or (c) any failure of any component of Hardware, Sublicensed Software, or any CUSTOMER-supplied software, equipment, or other third-party materials.

10.3 No Virus Warranty. JUMP Technology Services warrants that it will provide the **Services** free of viruses, worms, time bombs, Trojan horses, corrupted files, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another ("Malicious Code"). This warranty does not extend to CUSTOMER media files.

10.4 Security, Data and Backup Warranty. JUMP Technology Services warrants that JUMP Technology Services will use commercially reasonable efforts to safeguard and accurately

maintain **customer data**, consistent with industry security standards and backup procedures. In the event of a breach, JUMP Technology Services shall use commercially reasonable efforts to correct **customer data** or restore **customer data** as quickly as possible, but in any case not to exceed three (3) business days. This warranty does not extend to any Third-Party Applications or CUSTOMER Data not hosted by JUMP Technology Services.

10.5 Warranty of Title. JUMP Technology Services warrants that it is the owner of the **Platform** or otherwise has the right to provide the **Services** as set forth in this Agreement without violating any proprietary rights of any third parties.

10.

6 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, JUMP TECHNOLOGY SERVICES DOES NOT WARRANT THAT ACCESS TO THE **PLATFORMS**, **SOFTWARE** OR **SERVICES** WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES JUMP TECHNOLOGY SERVICES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE **SERVICES**. FURTHER, JUMP TECHNOLOGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO **SERVICES** PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A **PLATFORM**, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN JUMP TECHNOLOGY SERVICES AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE **PLATFORMS**, **SOFTWARE** AND **SERVICES** ARE PROVIDED "AS IS," AND JUMP TECHNOLOGY SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.7 CUSTOMER Warranty. CUSTOMER warrants that CUSTOMER (a) has the power and authority to enter into this Agreement, and CUSTOMER shall be responsible for all acts and omissions of all CUSTOMER affiliates and **Authorized Users**; and (b) shall use its best efforts to protect the security of the **Licensed Software** and **Services**.

11 Reserved

12 Reserved

13 Reserved

14 SECURITY

14.1 Data Center Procedures. JUMP Technology Services maintains the **Platform** using a third-party service provider authorized by the **Federal Risk and Authorization Management Program (“FedRAMP”)**. CUSTOMER acknowledges that JUMP Technology Services cannot offer any additional or modified procedures other than those put in place by such technology provider.

14.2 Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of **CUSTOMER Data** is caused by JUMP Technology Services’ breach of its security and/or privacy obligations under this Agreement, JUMP Technology Services shall provide CUSTOMER notification as required by Law and pay the reasonable and documented costs CUSTOMER incurs in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, JUMP TECHNOLOGY SERVICES SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR CUSTOMER USERS, AGENTS OR CONTRACTORS.

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT AGREEMENT**

PROVIDER NUMBER

PROVIDER NAME (FIRST, MIDDLE, LAST)

1. I attended the required provider enrollment orientation for IHSS providers and I understand and agree to the following:
 - I was given information about being a provider in the IHSS program.
 - I was informed of my responsibilities as an IHSS provider.
 - I was informed of the consequences of committing fraud in the IHSS program.
 - I was given the Medi-Cal toll-free telephone fraud hotline number, 1-800-822-6222 and web site, <http://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx> for reporting suspected fraud or abuse in the IHSS program.
2. I understand the following:
 - The only hours I am allowed to report on my timesheet are the hours I worked providing authorized services for the recipient.
 - By signing my timesheet I am saying that the information I reported on it is true and correct.
 - I must submit my timesheet (signed by both my recipient and me) within two weeks after the end of each pay period. If I submit my timesheet on time, and it is properly completed, I will get paid within 10 days of the day it is received at the timesheet processing facility. If I do not submit my timesheet within two weeks after the end of the pay period, my pay will be delayed.
 - If I am convicted of fraudulently reporting information on my timesheet, in addition to any program or criminal penalties, I may be required to pay back any overpayment I received and to pay civil penalties of at least \$500, and not more than \$1,000, for each act of fraud.
3. I received information regarding the maximum weekly hour and travel time requirements. This information included the following topics:

Overtime Pay

- Beginning February 1, 2016, IHSS providers will get paid overtime (one and a half times the regular pay rate) when they work more than 40 hours in a workweek. The workweek begins at 12:00 a.m. (midnight) on Sunday and ends at 11:59 p.m. on the following Saturday.

PROVIDER NUMBER _____

What Does My Recipient's "Authorized Weekly Hours" Mean?

My recipient's authorized weekly hours mean his/her monthly authorized hours divided by four. For example, if my recipient is authorized to receive 125 hours of service monthly, my recipient's authorized weekly hours are $125 \div 4 = 31$ hours, 15 minutes.

Maximum Weekly Hours

The maximum weekly hours amount is a guideline that tells me the highest number of hours I can work in a workweek so my recipient can budget his/her service hours in the month to ensure all his/her monthly service hours are received.

- If I work for just one recipient, the maximum hours that I may work in a workweek is my recipient's monthly authorized hours divided by 4. However, since most months are slightly longer than 4 weeks, I will work with my recipient to spread his/her hours throughout the month to make sure he/she has enough hours of service at the end of the month.

For example: There are 31 days in the month of December. If I work for just one recipient, and she receives 100 monthly authorized hours, my maximum weekly hours are 25 hours (100 monthly authorized hours divided by 4). However, since December is actually 4½ weeks, my recipient would need to decide how many hours to take away from each of the first four weeks in order to have enough hours left for the last few days at the end of the month. My recipient could, for example, set up a schedule for me to work 22 hours in each of the first four weeks of December, which would leave her with 12 authorized service hours left over for the final few days of the month ($22 \times 4 = 88$ hours; $88 \text{ hours} + 12 \text{ hours} = 100 \text{ hours}$).

- If I work for just one recipient and he or she has other providers, my recipient must make a work schedule for me and the other providers to determine how many hours each of us will work. My recipient may divide his/her total authorized hours among his/her providers as he/she sees fit.
- If I work for more than one recipient, the maximum number of hours that I may claim in a workweek for all of the time I work for all my recipients combined is 66 hours. **Each of my recipients must make a work schedule for me to determine how many hours I will be working for each of them so I can make sure that I do not work more than 66 hours per workweek.**

Changing the Number of Hours I Work Each Week: What My Recipients Can and Cannot Do*Switching hours*

- If my recipient has one or more other providers, I may "switch" some of my hours with another provider in a particular workweek in order to ensure that the recipient

_____ PROVIDER NUMBER

receives all the hours to which he or she is entitled for the week. This means that another one of the recipient's providers may work any of my hours while I work any of his/her hours for the particular week. As long as no provider works more than my recipient's weekly authorized hours, this will not cause a violation even if the other provider usually works overtime and I usually don't (so for this one week, I will have overtime).

*If I am asked to work more than **my** maximum weekly hours:*

- If I work for more than one recipient, my recipients cannot ask me to work more than my 66 maximum weekly hours. If a recipient wants me to work more hours and doing so would put me over 66 hours, he/she will have to get another IHSS provider to work those additional hours.
- If I work for only one recipient, my recipient can ask me to work more than my maximum weekly hours. In that case, I would have to make sure to balance out these additional hours by working fewer hours in another week of the month in order to avoid exceeding my recipient's monthly authorized hours.

*If I am asked to work more than **my recipient's** authorized weekly hours:*

- A recipient can authorize me to work more than his/her weekly authorized hours without asking the county for approval as long as the authorization does not cause me to work:
 - o More than 40 hours for him/her in a workweek when he/she is authorized 40 hours or less in a workweek; or
 - o More overtime hours in the month than I normally would, based on the total overtime I work for all of my recipients.
- If my recipient gets county approval, he/she can authorize me to work more than his/her weekly authorized hours even if it does not meet the above criteria. My recipient may ask for county approval either before or after I work the extra hours.

Limit on Travel Time

- Also beginning February 1, 2016, the maximum amount of time I will be allowed to travel during a workweek is seven hours. Travel time means the time I spend on the same workday traveling directly from one location where I provide authorized services for a recipient to another location where I provide authorized services for a different recipient.
- Travel time will not be counted as part of the maximum weekly hours I can work in a workweek.
- Travel time that occurs after I have worked more than 40 hours in a workweek will be paid at the overtime rate of time and a half.

PROVIDER NUMBER _____

Violations for Going Over Workweek & Travel Time Limits

- Beginning May 1, 2016, if I submit a timesheet reporting hours that go over the maximum weekly hours or travel time limits, I will get a violation.
- Each time I do any of the following, I will get a violation:
 - I work more than 40 hours in a workweek for a recipient without the recipient getting approval from the county (when the recipient is authorized to receive 40 hours or less per workweek); or
 - I work more hours than my recipient is authorized to receive in a workweek without getting approval by the county, and this causes me to work more overtime hours in the month than I normally would; or
 - I work for multiple recipients and I work more than 66 hours in a workweek; or
 - I claim more than seven hours travel time in a workweek.
- If I get more than one violation during a particular month, it will only count as one violation.

For each violation I receive, there will be a consequence:

First Violation	• My recipient(s) and I will get a notice of the violation with appeal rights information.
Second Violation	• My recipient(s) and I will get a notice of the second violation with appeal rights information, and I will have the choice of completing a one-time training about the workweek and travel time limits. If I choose to complete this training, I will avoid getting a second violation. However, <u>if I choose not to complete the training</u> within 14 calendar days of the date of my notice, I <u>will</u> get a second violation.
Third Violation	• My recipient(s) and I will get a notice of the third violation with appeal rights information. • I will be <u>suspended</u> as a provider with the IHSS program for <u>three months</u>.
Fourth Violation	• My recipient(s) and I will get a notice of the fourth violation with appeal rights information. • I will be <u>terminated</u> as a provider with the IHSS program for <u>one year</u>.

PROVIDER NUMBER _____

- Once I have received a violation, the violation will remain on my record. However, after one year, if I do not receive another violation, the number of violations I have received will be reduced by one. As long as I do not receive any additional violations, each year after the last violation, my number of violations will be reduced by one.
 - If I receive a fourth violation and I am terminated as a provider for one year, when the year is up and I apply again to be an IHSS provider, my violations count will be reset to zero.
 - If I am terminated as an IHSS provider because I get multiple violations, I can reapply to be an IHSS provider when the one year termination ends and I will have to complete all of the provider enrollment requirements again, including the criminal background check, the provider orientation, and completing all required forms before I can be reinstated.
4. I understand that I am required to complete the Employment and Eligibility Verification form (Form I-9), which is kept on file by the recipient. That form states that I have the legal right to work in the United States.
 5. I understand that I have the option to submit an Employee's Withholding Allowance Certification (Form W-4) to request federal income tax withholding and/or California Employee's Withholding Allowance Certification (Form DE 4) to request state income tax withholding from my wages. I understand that if I do not submit Form W-4 and/or DE 4, federal and state income taxes will not be withheld from my wages.
 6. I understand that authorized IHSS services cannot be performed when the recipient is away from his/her home unless my recipient gets approval for such services from his/her social worker.
 7. I understand that, in the future, I will receive the IHSS Program Notification Of Recipient Authorized Hours and Services and Maximum Weekly Hours (SOC 2271), that names my recipient(s) and the services I am authorized to perform for each recipient to whom I provide services.
 8. I will cooperate with state or county staff to provide requested information related to the evaluation of a recipient's IHSS case.

PROVIDER NUMBER _____

I UNDERSTAND THE IHSS PROGRAM RULES EXPLAINED AT THE PROVIDER ORIENTATION OR INFORMATION GIVEN TO ME BY THE COUNTY IHSS OFFICE. I ACCEPT THE RESPONSIBILITY TO FOLLOW THE INFORMATION PROVIDED BY THE COUNTY. I UNDERSTAND THAT MY FAILURE TO FOLLOW THE REQUIREMENTS PROVIDED TO ME MAY RESULT IN MY TERMINATION AS AN IHSS PROVIDER.

IHSS PROVIDER'S SIGNATURE_____
DATE_____
PROVIDER NAME (FIRST MIDDLE LAST)

Exhibit B – IHSS Recipient Designation of Provider Form (SOC 426A)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM RECIPIENT DESIGNATION OF PROVIDER

INSTRUCTIONS:

- Use black or blue ink. Print information clearly.
- You (or your authorized representative) must complete PART A of this form to let the county know who you have chosen to provide your authorized services.
- If you have multiple providers, you must fill out a separate form for each person who will be providing authorized services for you.
- You must sign the acknowledgement in PART C of this form.
- Please return this completed and signed form to the county. The county will keep the original form and give you a copy.

PART A. RECIPIENT DESIGNATION OF PROVIDER	
1. Recipient's Name:	
2. County IHSS Case #:	
3. Provider's Name:	
4. Provider's Address:	
City, State, ZIP Code:	
5. Provider's Telephone Number:	
6. Provider's Date of Birth	
7. Provider's Social Security #*:	
8. Provider's Gender (check box):	☐ Male ☐ Female
9. Provider's Relationship to Recipient (if any):	☐ Parent ☐ Child ☐ Spouse/Domestic Partner ☐ Conservator ☐ Guardian ☐ Other
10. Provider's Start Date:	

*NOTE: The collection of the Social Security Number is required by the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC 1324a), for the purposes of verifying the individual's identity and authorization to work in the United States.

I choose the person listed above to be my IHSS provider. This person will provide some or all of the services authorized by the county.

PART B. RECIPIENT AGREEMENT**I UNDERSTAND AND AGREE THAT:**

- The person I have chosen to be my provider cannot be paid federal and/or state money for providing services to me until he/she completes all of the provider enrollment requirements. These requirements include completing, signing, and returning (in person) the Provider Enrollment Form (SOC 426), submitting fingerprints and being cleared of disqualifying crimes through a criminal background check, completing a provider orientation, and returning a signed Provider Enrollment Agreement (SOC 846).
- The county will send me a notice telling me if the person I have chosen as my provider does not complete the provider enrollment requirements or if he/she is not eligible to be an IHSS provider.
- If I choose to have this person provide services for me before he/she is enrolled as an IHSS provider, and the county sends me a notice telling me that he/she is not eligible to be an IHSS provider, I will have to pay him/her with my own money for the services that he/she provided before he/she was determined ineligible to be a provider and for any services he/she provides after the county notifies me that he/she is ineligible.
- Neither the county nor the State will be held responsible for any claims and/or losses caused by the above-named person I choose to hire as my IHSS provider. I agree to hold harmless the State and county, their officers, agents, and employees, and to take responsibility for any and all claims and/or losses to any person caused by the named person I choose to hire as my IHSS provider.
- The county can provide information about my authorized services and service hours to the person I have chosen as my provider. The county will send my provider the IHSS Provider Notice of Recipient Authorized Hours and Services (SOC 2271).
- My total monthly authorized hours will be divided by 4 to determine my maximum weekly hours. The maximum weekly hours is a guideline telling me the highest number of hours my provider(s) will be able to work for me during a workweek. However, since most months are slightly longer than 4 weeks, I will work with my provider(s) to spread his/her hours throughout the month in order to make sure I have all the service hours I need for the month.
- Sometimes I may need my provider to work more than my maximum weekly hours. I must ask for county approval to adjust my maximum weekly hours only if the change requires my provider to work:
 1. More overtime hours in the month than he/she would normally work.

2. More than 40 hours for me in a workweek if my maximum weekly hours are 40 hours or less in a workweek.
- If I do not get an approved exception, my provider will get a violation for working more than my maximum weekly hours.
 - I can **never** authorize my provider to work more than my total authorized monthly service hours. Therefore, when I authorize my provider to work extra hours in one week, I must have the provider work fewer hours in the other week(s) of the month.
 - If my provider works for another recipient, the maximum number of hours that he/she may claim in a workweek for all of the time he/she works for his/her recipients combined is **66** hours. **I must make a work schedule for my provider to determine how many hours he/she will be working for me each week to make sure he/she does not work more than 66 hours per workweek.** I will get a Recipient Notification of Maximum Weekly Hours (SOC 2271A) which will include information on my maximum weekly hours so I can use it to make the work schedule for my provider(s). In order to make the schedule, my provider must tell me how many hours he/she is available to work for me each workweek. If my provider cannot work all of my authorized hours, I will need to hire additional provider(s). **If I need help finding and hiring another provider(s), I can call my county IHSS Public Authority to obtain a provider from the registry or my county IHSS office.**
 - The county will send me a notice each time my provider gets a violation. If my provider gets three violations, he/she will be suspended from providing IHSS for three months. If he/she gets another violation after being reinstated from the three-month suspension, he/she will be terminated as a provider for one year.

PART C. RECIPIENT ACKNOWLEDGMENT

I understand and agree to follow all of the requirements listed in this form.

RECIPIENT'S SIGNATURE:	DATE:
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PRINTED NAME:

AUTHORIZED REPRESENTATIVE'S SIGNATURE:	DATE:
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PRINTED NAME:

FOR COUNTY USE ONLY

WORKER NAME:	DATE:
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Exhibit C – IHSS Recipient Designation of Provider Form (SOC 426)

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**

**READ THE INFORMATION BELOW CAREFULLY BEFORE
YOU BEGIN TO COMPLETE THIS FORM**

Under state law, if you have been convicted of or incarcerated following a conviction for certain exclusionary crimes within the past 10 years, you are not eligible to be enrolled as a provider or to receive payment from the IHSS program for providing supportive services except as specified below. There are two categories of exclusionary crimes.

- **Tier 1 crimes, as set forth in Welfare and Institutions Code (W&IC) section 12305.81, include the following:**
 1. Specified abuse of a child (Penal Code [PC] section 273a[a]*),
 2. Abuse of an elder or dependent adult (PC section 368*), and
 3. Fraud against a government health care or supportive services program.
- **Tier 2 crimes, as set forth in W&IC section 12305.87, include the following:**
 1. A violent or serious felony, as specified in PC section 667.5(c)*, and PC section 1192.7(c)*,
 2. A felony offense for which a person is required to register as a sex offender pursuant to PC section 290(c)*, and
 3. A felony offense for fraud against a public social services program, as defined in W&IC sections 10980(c)(2)* and (g)(2)*.

A complete listing of Tier 2 crimes is available upon request from the County IHSS Office or IHSS Public Authority.

*See attached form SOC 426C for the text of these PC and W&IC sections.

- As part of the IHSS provider enrollment process, you must submit fingerprints and undergo a criminal background check conducted by the California Department of Justice.
- If your responses on this form or the results of the criminal background check show that you have been convicted of, or incarcerated following a conviction for, either a Tier 1 or Tier 2 crime within the last 10 years, you will not be eligible to be enrolled as an IHSS provider or to receive payment from the IHSS program for providing supportive services.
- For Tier 2 crimes, if you have obtained a certificate of rehabilitation or an expungement (dismissal pursuant to PC section 1203.4), the conviction will not disqualify you from working as an IHSS provider.
- If your conviction is for a Tier 2 crime, you may qualify for an individual waiver or a general exception under certain circumstances which are described below.
- ***There are no waivers or exceptions allowed for Tier 1 crimes.***

GO ON TO THE NEXT PAGE →

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**

**CONTINUE READING THE INFORMATION BELOW CAREFULLY BEFORE
YOU BEGIN TO COMPLETE THIS FORM**

Individual Waiver of an Exclusion for Conviction for a Tier 2 Crime

If you are found ineligible based on a conviction for a Tier 2 exclusionary crime but an IHSS recipient (or his/her authorized representative) wishes to hire you as his/her provider in spite of your criminal background, you may obtain a waiver as follows:

- The IHSS recipient who wishes to hire you (or his/her authorized representative) will be informed of your conviction and will be directed to keep the information confidential.
- The recipient who wishes to hire you as his/her provider (or his/her authorized representative) must submit an IHSS Recipient Request for Provider Waiver (SOC 862) to the County IHSS Office or IHSS Public Authority.
- The waiver will allow you to be enrolled to provide services only for the recipient who requested the waiver and only in the county in which the waiver was filed.
- If you, as the provider, are also the recipients' authorized representative, you are NOT allowed to sign the waiver on behalf of the recipient to waive crimes for which you have been convicted. In this case, the waiver must either be signed directly by the recipient or, if that is not possible, another individual must be declared an authorized representative for purposes of signing this waiver.
- For more information about requesting a waiver, the IHSS recipient who wishes to hire you as his/her provider should contact the County IHSS Office or IHSS Public Authority.

General Exception of an Exclusion for Conviction for a Tier 2 Crime

If you are found ineligible based on a conviction for a Tier 2 exclusionary crime and you want to be listed on a provider registry or to provide services for a recipient who has not requested an individual waiver.

- You may apply for a general exception of the exclusion by completing the IHSS Applicant Provider Request for General Exception (SOC 863).
- You will be required to provide backup documentation, e.g., employment history, personal references, etc., to support your request for a general exception.
- For more information about requesting a general exception, contact the County IHSS Office or IHSS Public Authority.

GO ON TO THE NEXT PAGE →

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT FORM

INSTRUCTIONS:

- Use black or blue ink to fill out. Print information clearly.
- Fill out, sign and return this form in person to the office or location designated by the county. Bring original federal or state government-issued identification and your original Social Security card when returning this form.
- Complete all items in PART A, answer the questions in PART B, and read and sign the declaration in PART C.
- The county will: 1) Review the form to make sure it is complete; 2) Make photocopies of your identification and Social Security card; and 3) Provide you with a copy of the completed form for your records.
- You **MUST** let the county know if anything you report on this form changes within 10 calendar days of the change.

PART A: PROVIDER INFORMATION

1. Full Name (First Name, Middle Initial, Last Name):		2. Date of Birth:		3. Gender:	
		If you are under 18 years of age, you must submit a valid Work Permit with this form.		☐ M ☐ F	
4. Home Address (Must be physical address, not a Post Office Box*):		City:	State:	Zip:	
5. Mailing Address (if different from home address):		City:	State:	Zip:	
6. Telephone Number (with Area Code):		7. Social Security Number**:			
8. E-Mail Address (if any):					
9. a. Driver's License # or Government Issued ID #:		b. Expiration Date:			
		c. Issuing State:			
10. a. Primary Spoken Language:		b. Primary Written Language:			

NOTES:

- * A paycheck for a provider cannot be mailed to a P.O. Box unless the county has approved a request from the provider.
- ** The collection of the Social Security Number is required pursuant to W&IC 12305.81(a), and the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC 1324a), for the purposes of verifying the individual's identity and authorization to work in the United States.

GO ON TO THE NEXT PAGE ➔

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**PROVIDER'S NAME: **PART B: PROVIDER DISCLOSURE****ANSWER THE FOLLOWING QUESTIONS BY CHECKING THE APPROPRIATE BOX:****1. WITHIN THE PAST 10 YEARS, HAVE YOU BEEN –**

- a. Convicted of or incarcerated following a conviction for a Tier 1* crime?..... ☐ YES ☐ NO
- b. Convicted of or incarcerated following a conviction for a Tier 2* crime?..... ☐ YES ☐ NO

See Page 1 of this form for a definition of Tier 1 and Tier 2 crimes.*2. IF YOU ANSWERED “YES” TO QUESTION 1.b. ABOVE, have you obtained a certificate of rehabilitation or expungement (dismissal pursuant to PC section 1203.4) of the Tier 2 crime?..... ☐ YES ☐ NO***If YES, you must provide the county with a copy of the certificate of rehabilitation or documentation of the expungement along with this completed form.***PART C: PROVIDER DECLARATION****I UNDERSTAND AND AGREE THAT –**

- I cannot receive IHSS program funds as payment for authorized services I provide to any eligible recipient of IHSS until I have completed the entire provider enrollment process and I have been officially enrolled as a provider by the county.
- I have 90 calendar days from the date I first began the provider enrollment process to complete all of the enrollment requirements. If I do not complete all of the enrollment requirements within 90 calendar days, I shall be deemed ineligible to serve as a provider in the IHSS program and cannot be paid by the IHSS program for providing authorized services to an IHSS recipient.
- As a part of the provider enrollment process, I must provide fingerprints and undergo a criminal background check. I am responsible for paying the costs of fingerprinting and the background check.
- If it is found, either through my responses on this form, the results of the criminal background check, or some other means, that within the past 10 years, I have been convicted of or incarcerated following a conviction for a Tier 1 exclusionary crime, I will not be eligible to be an IHSS provider, and the recipient who wished to hire me will be informed that I am ineligible to be a provider because of a disqualifying criminal conviction which will not be specified.

GO ON TO THE NEXT PAGE →

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**PROVIDER'S NAME: **PART C: PROVIDER DECLARATION (Continued)****I UNDERSTAND AND AGREE THAT –**

- If it is found, either through my responses on this form, the results of the criminal background check, or some other means, that within the past 10 years, I have been convicted of or incarcerated following a conviction for a Tier 2 exclusionary crime, and I have not received a certificate of rehabilitation or had the conviction expunged –
 - I will not be eligible to be an IHSS provider, unless an IHSS recipient who wishes to hire me to provide his/her services, requests an individual waiver, or I apply for and I am granted a general exception; and
 - The IHSS recipient who wishes to hire me as his/her provider will be informed of my conviction and the types of crimes for which I was convicted, and he/she will be directed to keep the information confidential.

**IF I AM ENROLLED BY THE COUNTY AS AN IHSS PROVIDER,
I UNDERSTAND AND AGREE THAT –**

- If the person I provide services for receives IHSS through the Medi-Cal program, I will be considered to be a Medi-Cal provider of personal care services. Therefore, I will be required to comply with all Medi-Cal program rules relating to the provision of services.
- Payment for the authorized services I provide to an IHSS recipient will be from federal, state and/or county IHSS funds and any false statement I provide, including false entries on the timesheet, or withholding of information may be prosecuted under federal and/or state laws.
- I will reimburse the IHSS program for any overpayments paid to me and any overpayment, individually or collectively, may be deducted from a future paycheck for services I provide to any recipient of IHSS.
- I will provide all services without discrimination based on race, religion, color, national or ethnic origin, gender, age, sexual orientation, or physical or mental disability.

I declare, UNDER PENALTY OF PERJURY, that all of the information I have provided on this form is true and correct to the best of my knowledge, and that I agree to the declaration and agreements listed above.

Signature: _____ Date: Printed Name:

County Representative's Signature (Optional): _____

DATE:

Exhibit D – Bureau of Criminal Information & Analysis Livescan Form (BCIA 8016)



STATE OF CALIFORNIA
BCIA 8016
(Rev. 03/2024)

Print Form

Reset Form

DEPARTMENT OF JUSTICE
PAGE 1 of 4

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

ORI (Code assigned by DOJ)

Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

Agency Authorized to Receive Criminal Record Information

Mail Code (five-digit code assigned by DOJ)

Street Address or P.O. Box

Contact Name (mandatory for all school submissions)

City

State

ZIP Code

Contact Telephone Number

Applicant Information:

Last Name

First Name

Middle Initial

Suffix

Other Name: (AKA or Alias)

Last Name

First Name

Suffix

Date of Birth

Sex

☐ Male

☐ Female

☐ Nonbinary/Unspecified

Driver's License Number

Height

Weight

Eye Color

Hair Color

Billing Number

(Agency Billing Number)

Place of Birth (State or Country)

Social Security Number

Misc. Number

(Other Identification Number)

Home Address

Street Address or P.O. Box

City

State

ZIP Code

I have received and read the included Privacy Notice, Privacy Act Statement, and Applicant's Privacy Rights.

Applicant Signature

Date

Your Number:

OCA Number (Agency Identifying Number)

Level of Service: ☐ DOJ ☐ FBI

(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI.)

If re-submission, list original ATI number:

Original ATI Number

(Must provide proof of rejection)

Employer (Additional response for agencies specified by statute):

Employer Name

Street Address or P.O. Box

Telephone Number (optional)

City

State

ZIP Code

Mail Code (five digit code assigned by DOJ)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed



REQUEST FOR LIVE SCAN SERVICE

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Business and Professions Code sections 4600-4621, 7574-7574.16, 26050-26059, 11340-11346, and 22440-22449; Penal Code sections 11100-11112, and 11077.1; Health and Safety Code sections 1522, 1416.20-1416.50, 1569.10-1569.24, 1596.80-1596.879, 1725-1742, and 18050-18055; Family Code sections 8700-87200, 8800-8823, and 8900-8925; Financial Code sections 1300-1301, 22100-22112, 17200-17215, and 28122-28124; Education Code sections 44330-44355; Welfare and Institutions Code sections 9710-9719.5, 14043-14045, 4684-4689.8, and 16500-16523.1; and other various state statutes and regulations. The CJIS Division uses this information to process requests of authorized entities that want to obtain information as to the existence and content of a record of state or federal convictions to help determine suitability for employment, or volunteer work with children, elderly, or disabled; or for adoption or purposes of a license, certification, or permit. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

Providing Personal Information. All the personal information requested in the form must be provided. Failure to provide all the necessary information will result in delays and/or the rejection of your request.

Access to Your Information. You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to process applications pertaining to Live Scan service to help determine the suitability of a person applying for a license, employment, or a volunteer position working with children, the elderly, or the disabled, we may need to share the information you give us with authorized applicant agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes.
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the Associate Governmental Program Analyst at the DOJ's Keeper of Records at (916) 210-3310, by email at keeperofrecords@doj.ca.gov, or by mail at:

Department of Justice
Bureau of Criminal Information & Analysis
Keeper of Records
P.O. Box 903417
Sacramento, CA 94203-4170



REQUEST FOR LIVE SCAN SERVICE

Privacy Act Statement

Authority. The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose. Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses. During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental, or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.



REQUEST FOR LIVE SCAN SERVICE

Noncriminal Justice Applicant's Privacy Rights

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.²
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.³

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.⁴

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.) *You can find additional information on the FBI website at <https://www.fbi.gov/about-us/cjis/background-checks>.*

¹ Written notification includes electronic notification, but excludes oral notification

² <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

³ See 28 CFR 50.12(b)

⁴ See U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c)

Exhibit E – DPSS-3490 Registry Caregiver Application & Agreement



Riverside County In-Home Supportive Services (IHSS) Public Authority



Registry Caregiver Application & Agreement

APPLICANT INFORMATION

Full Name: Social Security Number:

Last Name First Name Middle Name Example: XXX-XX-XXXX

Home Phone: Cell Phone:

E-mail Address:

Home Address:

Street Address City State Zip Code

What language(s) are you fluent in? ☐ English ☐ Spanish ☐ Other Language(s):	Citizenship Status ☐ I am a U.S. Citizen ☐ I am a Legal Permanent Resident Alien Registration #: Exp Date: OR Employment Authorization #: Exp Date:
---	--

Driver Information

California Driver License/ID #: Exp Date:

Auto Insurance Carrier: Policy ID #: Exp Date:

Emergency Contacts

Name: Phone:

Name: Phone:

WORK PREFERENCES

The IHSS program serves a diverse group of disabled and elderly clients. Working as a caregiver requires interaction with clients with various needs, ages, socioeconomic/cultural backgrounds, and behavioral/medical conditions. The Public Authority will respect the confidentiality of IHSS clients and focus on their authorized IHSS services.

I am ABLE AND WILLING to work with the following Client Types:

☐ Women ☐ Men ☐ Couples

I am ABLE AND WILLING to do the following Domestic Tasks (If approved by Social Worker):

☐ Domestic Services	☐ Preparation of Meals	☐ Meal Clean-Up	☐ Routine Laundry
☐ Shopping for Food	☐ Other Shopping/Errands	☐ Heavy Cleaning	☐ Accompaniment to Medical Appt.
☐ Teaching & Demonstrating	☐ Protective Supervision	☐ Paramedical	☐ Accompaniment to Other Appt.
☐ Remove Grass, Weeds	☐ Remove Ice or Snow		

I am ABLE AND WILLING to do the following Personal Tasks (If approved by Social Worker):

Note: There is a greater need for caregivers willing to do personal tasks.

☐ Artificial Limb Care	☐ Ambulation	☐ Bathing	☐ Bed Baths
☐ Bladder Care	☐ Bowel Care	☐ Dressing	☐ Feeding
☐ Grooming	☐ Menstrual Care	☐ Moving In/Out of Bed	☐ Oral Hygiene
☐ Repositioning	☐ Respiration	☐ Rubbing of Skin	☐ Set up Medication Reminders

AVAILABILITY							
PLEASE CHECK ☒ ALL THAT APPLY							
Weekly Availability		Special Availability				Available Term	
☐ 10 Hrs. or Less	☐ 25 Hrs. or More	☐ Holidays		☐ Live-In Care		☐ Short Term	
☐ 10 - 25 Hrs.		☐ Occasional Overnights		☐ 1 - 2 Hour Shifts		☐ Long Term	
☐ Sign me up for the provider Back Up System (BUS) to work emergency and on call hours (BUS caregivers earn \$5 extra per hour worked)							
PLEASE TYPE THE TIME FRAMES OF WHEN YOU ARE AVAILABLE:							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Mornings 6am-12pm							
Afternoons 12pm-6pm							
Evenings 6pm-12am							
Overnights							
PLEASE CHECK ☒ THE REGIONS YOU ARE AVAILABLE TO WORK IN:							
☐ Aguanga	☐ Desert Center	☐ Mira Loma	☐ Riverside				
☐ Anza	☐ Desert Hot Springs	☐ Moreno Valley	☐ Romoland				
☐ Banning	☐ Eastvale	☐ Mountain Center	☐ San Jacinto				
☐ Beaumont	☐ Hemet	☐ Murrieta	☐ Sun City				
☐ Bermuda Dunes	☐ Homeland	☐ Norco	☐ Temecula				
☐ Blythe	☐ Idyllwild	☐ North Shore	☐ Thermal				
☐ Cabazon	☐ Indian Wells	☐ Nuevo	☐ Thousand Palms				
☐ Calimesa	☐ Indio	☐ Palm Desert	☐ White Water				
☐ Canyon Lake	☐ Jurupa Valley	☐ Palm Springs	☐ Wildomar				
☐ Cathedral City	☐ Lake Elsinore	☐ Perris	☐ Winchester				
☐ Cherry Valley	☐ La Quinta	☐ Quail Valley					
☐ Coachella	☐ Mecca	☐ Rancho Mirage					
☐ Corona	☐ Menifee	☐ Ripley					
PLEASE CHECK ☒ ALL THAT APPLY TO YOU:							
☐ I smoke tobacco	☐ I do not use scents	☐ Willing to drive my car					
☐ Willing to smoke outside	☐ Allergic to dogs	☐ Willing to drive the client's car					
☐ Willing to work for smoker	☐ Allergic to cats	☐ Other Allergies (Please list):					
☐ I am allergic to scents	☐ Willing to work with pets	☐ Unwilling to work with certain pets:					

Understanding How the IHSS Public Authority Works

This document explains important information about registry services, the recipient and provider relationship, and the duties of registry providers. Please call 888-960-4477 if you need assistance understanding this document.

1. **Registry Services:**

The County of Riverside IHSS Public Authority (PA) registry is a voluntary, free of charge, resource to assist IHSS recipients in their duty to hire IHSS providers. The PA maintains a list of eligible registry providers who wish to form a working relationship with IHSS recipients. The registry aims to assist IHSS recipients and providers in becoming effective and successful employees and employers. The registry encourages overall positive working relationships between recipients, providers, and the PA employee.

2. **Registry Providers:**

Registry provider applicants must undergo a criminal background Live Scan check and a drug and alcohol test. PA reviews the results of the state's Live Scan background investigation for all individual provider applicants before they are accepted as a registry provider. Provider applicants convicted of, or incarcerated following a conviction, for any felony within the past 10 years are not eligible to be enrolled as an IHSS PA registry provider. If a criminal background check does not reveal a record of conviction or incarceration for Tier I and/or Tier II crimes; it does not mean the provider has no criminal record or criminal convictions.

**Refer to form SOC426 for an explanation of Tier I and Tier II crimes.*

3. **Recipient and Provider Relationship:**

IHSS recipients have the option to hire or not hire any referred registry provider. When a recipient offers employment to a provider, and the provider accepts (with or without Registry assistance), the provider becomes the recipient's employee. The PA may perform limited mediation between providers and recipients and payment resolution assistance. Providers are not considered an employee of the IHSS Public Authority or Riverside County. For additional provider responsibilities refer to forms: *Planning with You to Avoid Fraud (DPSS 305C)* & *In-Home Supportive Services Recipient/Employer Responsibility Checklist (SOC 332)*

4. **Complaints and Offenses:**

Complaints concerning a registry provider can be made verbally or in writing to the PA. Complaints are categorized as minor or major offenses. Minor offenses can be a breach of PA policy, whereas major offenses can be a breach of PA policy and a potential breach of law. Minor and major offenses will be researched and documented by the PA. Minor offenses result in verbal and written notices and could lead to removal from the registry. Major offenses result in immediate removal from the registry.

5. **Suspension, Removal, and Appeals:**

If a registry provider does not agree with a decision made by the IHSS PA, the provider may submit a written appeal to the County of Riverside IHSS PA Executive Director, per the organized labor agreement, within fourteen (14) calendar days. The decision of the IHSS PA Executive Director is final and binding upon all concerned, including PA employees and any involved registry provider(s), and are not subject to any further proceedings or litigation of any nature.

Registry Provider's Notice and Agreement of IHSS PA Registry Minor and Major Offenses

Generally, minor offenses can be considered a breach of Public Authority Policy, whereas major offenses can be a breach of Public Authority Policy and a potential breach of law. Participation in minor and/or major offenses may result in verbal/written coaching and training, mediation, and/or removal of your Registry participation. These actions do not affect your ability to seek home care employment through other methods such as privately or through other registries. If you do not agree with a decision made by the IHSS Public Authority regarding your Registry participation, you can submit a verbal or written appeal by calling 800-915-1777 or contacting your Public Authority social services practitioner.

The IHSS PA has the right to remove a provider from the Registry. Below are minor and major offenses that may be considered grounds for removal from Registry participation.

Minor Offenses include, but are not limited to the following:

1. Inappropriate, threatening and/or discriminatory remarks or actions towards the IHSS recipient, such as racial and/or sexual remarks, verbal abuse, and name calling.
2. Discourtesy, rudeness, intimidation, or inappropriate behavior towards the IHSS recipient, recipient representatives or any agent of the IHSS Public Authority or County of Riverside.
3. Repeated pattern of not following through with Registry process, including failing to call recipients and/or Registry staff in a timely manner, not being available for or cancelling interviews without prior notice.
4. Repeated tardiness and/or absence from work without proper notification.
5. Refusal or failure to complete IHSS authorized tasks during working hours as agreed when hired.
6. Failure to update the Registry regarding schedules, work availability and other pertinent information.
7. Quitting a Registry assignment without a two week notice and/or without reasonable cause and notification to the Public Authority.
8. Asking the IHSS recipient to supplement the allowable IHSS wage.
9. Misrepresentation of facts (e.g., providing false information, misleading client or PA staff, dishonesty) or purposeful intent thereof.

Major Offenses include, but are not limited to the following:

1. Fraud. (California Penal Code (PC) 484)
2. Theft, forgery, dishonesty. (PC 487 & 488)
3. Illegally recording or collecting video of IHSS recipient or the recipient's family, without their knowledge, permission, and consent. (PC 632)
4. Criminal threats of physical harm or death against the recipient, the recipient's family, and/or any agent of the IHSS Public Authority or County of Riverside. (PC 422)
5. Inappropriate contact with the recipient's family, (stalking). (PC 646.9)
6. Failure to report child and/or elder and dependent adult abuse. (PC 11166 & Welfare and Institutions Code (WIC) 15630)
7. Knowingly putting the recipient in jeopardy.
8. Unauthorized disclosure of confidential information related to the recipient.
9. Possession, use, and/or offering illegal substances. (Health and Safety Code (HSC) 11350(a))
10. Displaying a firearm or other weapon in a threatening manner. (PC 417)
11. Conviction of a crime or confirmed allegation of abuse regarding child/elder/dependent adult abuse (e.g. financial, emotional, physical, sexual, neglect). (PC 368 & PC 273d)
12. Intoxication or being under the influence of a controlled substance while providing care to a recipient.
13. Any conviction in Tier 1 or Tier 2 list.

Right to Appeal and Union Assistance

Providers who engage in minor and/or major offenses are subject to verbal/written coaching and training, mediation, and/or removal of Registry participation. **These actions do not affect your ability to seek home care employment through other methods such as privately or through other registries.** If you do not agree with a decision made by the IHSS Public Authority regarding your Registry participation, you can submit a verbal or written appeal by calling 800-915-1777, or by contacting your union representative for assistance.

Send appeals to:
County of Riverside – IHSS Public Authority
Attn. Executive Director
PO BOX 7300
Moreno Valley, CA 92552

Registry Provider's Rights, Responsibilities and Release Agreement

This document informs you, the IHSS Registry Provider, of your rights and responsibilities and other important information when participating in the IHSS PA Registry. Please call 888-960-4477 if you need assistance understanding this document.

YOU HAVE THE RESPONSIBILITY TO:

1. Report suspected abuse of elderly, dependent persons, and children.
2. Follow IHSS program and registry rules, cooperate with PA staff, and complete background check and drug and alcohol testing requirements if not already done so.
3. Be dependable, arrive on time, and be ready to work.
4. Provide reliable, safe, high-quality services as authorized by the IHSS social services practitioner and directed by the recipient.
5. Promptly follow-through with referrals, attend agreed-upon interviews and other appointments, and inform the PA about outcomes.
6. Treat the PA employees and all other participants with civility and respect.
7. Not discriminate against recipients on the basis of race, religion, gender, age, sexual orientation, or disability.
8. Update the Registry within 30 days about changes to your work schedule, address, and available hours by contacting the Public Authority at (800) 915-1777.
9. Upon accepting an offer of employment with an IHSS recipient, assume and accept risks associated with the employment relationship.
10. Keep recipient, personal, financial, and medical information private, unless required to report abuse or neglect.
11. Register for the Electronic Services Portal or Telephonic Timesheet system, and complete timecards, work schedules and other forms as required. Register for Direct Deposit through the Electronic Services Portal or by completing the SOC 829 Direct Deposit form.
12. Provide a minimum two-week notice to the recipient and the PA if you decide to leave employment.
13. Understand that PA will investigate complaints against providers; any critical or negative information obtained may be shared with others to ensure program integrity.
14. Understand how minor and major offenses impact your access and use of registry services, including removal from the registry.

YOU HAVE THE RIGHT TO:

1. Be treated equally without regard to race, color, national origin, religion, political affiliation, marital status, sex, disability, sexual orientation, or age.
2. Be treated with courtesy, consideration, and respect.
3. Request an interpreter and have forms and notices translated in your language of choice.
4. Receive help to explain written notifications from the PA.
5. Receive verbal and/or written notification of any approval or removal of participation in the PA Registry.
6. Seek home care employment through other methods such as privately or through other registries.
7. Submit a written appeal if you do not agree with a decision made by the IHSS Public Authority regarding your Registry participation.
8. Ask the Registry for assistance with problems you may have with the recipient that you cannot resolve.

PROVIDER'S RELEASE:

1. Registry provider use of the PA Registry services is entirely optional and voluntary. Any IHSS Registry provider seeking home care employment through the PA Registry must use their own judgment and make their own decision as to how well both the Recipient and Provider may meet each other's needs. In consideration for being permitted association with the Registry, and/or participation in any of its activities or service, the undersigned Registry Provider hereby releases the IHSS PA Registry from any claim, damages, injuries, liability, or remedy of any nature relating in any way to the Registry, its services or denial of services, or its actions or failures to act.
2. If injured or mistreated while seeking employment or considering referrals, or while providing or receiving home assistance services or acting as employer of a Registry Provider, the undersigned will not make any claims (or seek any remedy) against the Registry.

3. This release applies to, and protects, not only the Registry itself but also the related entities which form and support the Registry, including but not limited to the County of Riverside, the County of Riverside IHSS Public Authority and affiliated agencies such as those furnishing emergency/respite services to IHSS Recipients, the individual officers, IHSS Advisory Committee Members, governing board directors, agents, employees, representatives, advisers, insurers and volunteers of the Registry and of such related and affiliated entities, and each of them, and all entities and persons who have furnished information or otherwise cooperated with the Registry. This release is made on behalf of the undersigned provider's personal representatives, family, heirs, dependents, community property and assignees, as well as on the provider's own behalf.
4. Nothing in this release is intended to affect any rights or claims the undersigned may have against a Registry Provider or IHSS Recipient, or against any person or entity other than those Registry-related ones described above.
5. This release does not affect any rights he or she may have either under the County of Riverside IHSS Public Authority-UDW collective bargaining agreement or against the State of California under Workers Compensation or Unemployment Insurance laws.
6. The undersigned has carefully reviewed and considered each one of the terms and conditions of this agreement, understands them, and has decided voluntarily to agree with them. It is understood that the Registry and its affiliates will rely upon this agreement when granting Registry participation and services to the undersigned Registry participant.

RIVERSIDE COUNTY IHSS-PUBLIC AUTHORITY REGISTRY CERTIFICATION

I, understand and certify:

1. Completing this application and being listed on the Registry does not guarantee employment with an IHSS Recipient.
2. Employment is contingent upon the successful completion of a drug and alcohol screening (marijuana use is considered an automatic disqualification).
3. I must complete a Live Scan criminal background check with the California Department of Justice at my own expense, using the County of Riverside In-Home Supportive Services Live Scan form.
4. I may be dismissed or denied employment if I have been convicted of certain crimes.
5. Riverside County IHSS Public Authority (IHSS-PA) retains the exclusive right to exclude, list, refer, suspend, or remove with or without comment, any IHSS Provider from the Registry.
6. The information on this application may be provided, without further notice, to prospective IHSS Recipients and their advocates.
7. The IHSS Recipient that hires me is my employer and I understand that my employer is **not** the County of Riverside, County of Riverside IHSS, or the Riverside County IHSS Public Authority.
8. The IHSS Recipient/Employer retains the exclusive right to hire, train, supervise, and terminate my employment at any time with or without cause. My employment is "at will" of the IHSS Recipient/Employer.
9. I may request to no longer participate in the Registry by contacting the IHSS-PA.
10. I must complete a registry update at least four times per year and notify the IHSS-PA Registry regarding any information related to employment (Phone number, Address, Available Hours, etc.) within 30 days of the change.
11. I cannot receive IHSS program funds as payment for authorized services I provide to any eligible recipient of IHSS until I have completed the entire provider enrollment process and I have been officially enrolled as a provider by the Riverside County IHSS program.
12. I received The Facts About Worker's Compensation DPSS 4365 brochure discussing worker's compensation and my rights thereof.

Disclaimer and Signature

By signing my name below, I certify under penalty of perjury that I have read, understand, and agree with all statements made on this application. I further certify that all my answers and statements are true and complete. I understand that any false statements or misrepresentations may result in my disqualification to participate with the Riverside County IHSS Public Authority Registry.

Signature:

Date: