

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



ITEM: 3.50
(ID # 30668)

MEETING DATE:

Tuesday, June 23, 2026

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES/IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY: Approve the Professional Services Agreement No. DPSS-0005545 with Riverside County In-Home Supportive Services Public Authority (IHSS-PA) for IHSS Caregiver Services for a total aggregate amount of \$14,611,991, effective July 1, 2026 through June 30, 2029, with a one (1) year option to renew through June 30, 2030; All Districts [Total Cost: \$14,611,991 and up to \$2,922,398 in additional compensation of the total aggregate. Federal 50%, State 50%] (Companion item to 30669)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement No. DPSS-0005545 with Riverside County In-Home Supportive Services Public Authority (IHSS-PA) for IHSS Caregiver Services for a total aggregate amount of \$14,611,991, effective July 1, 2026 through June 30, 2029, with a one (1) year option to renew through June 30, 2030; and authorize the Chair of the Board to execute the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent to issue Purchase Orders for any goods and/or services rendered.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, and as approved as to form by County Counsel, to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate.

ACTION:Policy

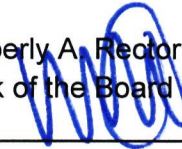

Charity Douglas, DPSS Director

6/8/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 23, 2026
xc: DPSS/IHSS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

(Companion Item 10.2)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$0	\$3,242,705	\$14,611,991	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 50%, State 50%			Budget Adjustment: No For Fiscal Year: 26/27-29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County In-Home Supportive Services Public Authority (IHSS-PA), though housed within the Department of Public Social Services (DPSS), is established as a separate legal entity under Ordinance No. 819. The Ordinance designates IHSS-PA as a corporate public body that performs essential governmental functions and holds the authority necessary to deliver In-Home Supportive Services. This includes the power to contract for services pursuant to Sections 12302 and 12302.1 of the Welfare and Institutions Code, subject to the limitations outlined in the Ordinance.

IHSS-PA connects IHSS recipients with qualified in-home caregivers, serving more than 62,000 recipients and supporting over 56,000 providers. Its core responsibilities include maintaining the IHSS Caregiver Registry; providing caregiver referrals, training, and background checks; and ensuring a safe and reliable workforce. As the employer of record for collective bargaining purposes, IHSS-PA also facilitates enrollment, assists with payment processes, and supports emergency backup services. Through these functions, IHSS-PA ensures that seniors and persons with disabilities can safely remain in their homes and maintain independence.

This board action seeks approval of Professional Services Agreement No. DPSS-0005545 with the Riverside County In-Home Supportive Services Public Authority for IHSS Caregiver Services for a total aggregate amount of \$14,611,991 effective July 1, 2026, through June 30, 2029, with a one (1) year option to renew through June 30, 2030.

Impact on Residents and Businesses

DPSS is responsible for protecting elderly and dependent adults and for providing essential services that allow seniors and individuals with disabilities to live independently in a safe and healthy environment. The Agreement supports these efforts by ensuring continued access to IHSS caregiver services.

Additional Fiscal Information:

The total annual payments to IHSS-PA shall not exceed:

FISCAL YEAR PERIOD	ANNUAL
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**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

	PAYMENT
July 1, 2026 through June 30, 2027	\$3,242,705
July 1, 2027 through June 30, 2028	\$3,502,121
July 1, 2028 through June 30, 2029	\$3,782,291
Total:	\$10,527,117
Option: July 1, 2029 through June 30, 2030	\$4,084,874
Total with Option:	\$14,611,991

Contract History and Price Reasonableness:

Ordinance No. 459, Section 7 Exceptions, Category II, Subsection E, authorizes the County to award contracts to federal, state, or local government agencies without competitive bidding when the nature of the services supports collaboration and partnership in programs that benefit the public.

On June 21, 2022, the Board of Supervisors approved the Professional Service Agreement DPSS-0004173, Item 3.22 effective July 1, 2022 through June 30, 2025 with the option to renew for a one-year period through June 30, 2026 with IHSS-PA for Caregiver services. The new agreement DPSS-0005545 allows for continued services.

ATTACHMENT:

Attachment A: DPSS-0005545 IHSS-PA Caregiver Services Agreement

Melissa Curtis

 Melissa Curtis, Deputy Director of Purchasing and Fleet 6/11/2026

Stacey Pena

 Stacey Pena, EO Management Analyst 6/16/2026

Gregg Gu

 Gregg Gu, Chief of Deputy County Counsel 6/11/2026

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

and

**In-Home Supportive Services- Public Authority
IHSS Caregiver Services
DPSS-0005545**



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List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I- Journal Entry (JE)

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

Attachment III- PII Privacy and Security Standards

Attachment IV- HIPAA Business Associate Agreement

Attachment V- Assurance of Compliance

Exhibit A- Form SOC 2279

This Agreement is made and entered into by and between In-Home Supportive Services-Public Authority ("IHSS-PA"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services ("DPSS" OR "COUNTY"). Both may be referred to as "Parties". The parties agree as follows:

1. DEFINITIONS

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

- M. "FLSA" refers to Fair Labors Standards Act.
- N. "IHSS" refers to DPSS, DPSS' Adult Services Division, or County, which may be used interchangeably.
- O. "IHSS-PA" refers to the Riverside County In-Home Supportive Services Public Authority."
- P. "New Ongoing" reporting refers to reports that may be requested on a permanent basis in the future.
- Q. "Share of Cost" (SOC) refers to the portion of the cost of IHSS/Medi-Cal that the client is responsible to pay. The SOC is determined by DPSS.
- R. "Stand By Call Back" (SBCB) refers to an employee who is on standby for after-hour phone calls and will respond to the inquiry.
- S. "Call Center" refers to the centralized telephone system serviced by IHSS-PA staff to respond to consumer and Caregiver inquiries.
- T. "Wellness Checks" refers to routine contacts made by IHSS-PA to IHSS clients, by phone or home visitation, depending on the need.

2. DESCRIPTION OF SERVICES

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

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2026 and continue through June 30, 2029, with one (1) year option to renew through June 30, 2030, unless terminated earlier or otherwise modified. IHSS-PA shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

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

5. **AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify IHSS-PA in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to IHSS-PA that were properly earned prior to the unavailability of funding.
6. **TERMINATION**
 - A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on IHSS-PA stating the extent and effective date of termination.
 - B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for IHSS-PA's default, if IHSS-PA 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, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - C. After receipt of the notice of termination, IHSS-PA shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
 - D. After termination, COUNTY shall make payment only for IHSS-PA's performance up to the date of termination in accordance with this Agreement.
 - E. IHSS-PA'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 IHSS-PA; or in the event of IHSS-PA's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, IHSS-PA shall not be entitled to any further compensation under this Agreement.
 - F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.
7. **REQUEST FOR WAIVER AND WAIVER OF BREACH**

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or

breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

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

9. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting IHSS-PA performance through any combination of on-site visits, inspections, evaluations, and IHSS-PA self-monitoring. IHSS-PA shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

B. IHSS-PA shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. IHSS-PA shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.

C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

D. If IHSS-PA disagrees with an audit, IHSS-PA may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. IHSS-PA shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.

E. IHSS-PA shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate IHSS-PA's performance at any time, upon reasonable notice to the IHSS-PA.

10. CONFIDENTIALITY

A. As required by applicable law, parties shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific

information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of IHSS-PAs, subcontractors or suppliers in advance of official announcement. IHSS-PA 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. IHSS-PA shall keep all confidential information received from COUNTY in the strictest confidence. IHSS-PA shall comply with Welfare and Institutions Code Section 10850.

- B. Parties shall take special precautions, including but not limited to, sufficient training of IHSS-PA's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. Parties shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. Parties shall not use such information for any purpose other than carrying out the obligations under this Agreement.

11. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- B. IHSS-PA may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. IHSS-PA shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. IHSS-PA agrees to the PII Privacy and Security Standards attached as **Attachment III**. When applicable, IHSS-PA shall incorporate the relevant provisions of **Attachment III** into each subcontract or sub-award to subcontractors.

12. HOLD HARMLESS/INDEMNIFICATION

The parties do hereby agree to indemnify and hold each other harmless, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of either party (including its officers,

employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. Both parties shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. Parties shall, at their sole cost, have the right to use counsel of their choice, which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise either parties' indemnification obligation. The insurance requirements stated in this Agreement shall in no way limit or circumscribe either parties' obligations to indemnify and hold each other harmless.

13. INSURANCE

A. Each party, at its sole cost and expense, shall carry insurance -or self-insure- in coverage amounts appropriate for the size and nature of its facility and its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder.

14. LICENSES AND PERMITS

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

15. NO DEBARMENT OR SUSPENSION

IHSS-PA 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.

16. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

17. PERSONNEL

- A. Upon request by COUNTY, IHSS-PA agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked;
 - (3) The professional degree, if applicable and experience required for each position.
 - B. COUNTY has the sole discretion to approve or not approve any person on the IHSS-PA's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify IHSS-PA 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, IHSS-PA shall immediately remove that person from providing services under this Agreement.
18. EMPLOYMENT PRACTICES
- A. IHSS-PA shall comply with all federal and state statutes and regulations in the hiring of its employees.
 - B. IHSS-PA 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, IHSS-PA 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, IHSS-PA 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: IHSS-PA shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or

failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

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

19. LOBBYING

- A. IHSS-PA 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, IHSS-PA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. IHSS-PA 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.

20. 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.

21. SUBCONTRACTS

- A. IHSS-PA shall not enter into any subcontract with any subcontractors 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. IHSS-PA shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors employees.

C. IHSS-PA 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 IHSS-PA and COUNTY.

22. ASSIGNMENT

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

23. 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.

24. 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.

25. DISPUTES

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

- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
26. ADMINISTRATIVE/CONTRACT LIAISON
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.
27. CIVIL RIGHTS COMPLIANCE
- A. Assurance of Compliance
IHSS-PA shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as **Attachment V**. IHSS-PA will sign and date **Attachment V** and return it to COUNTY along with the executed agreement. IHSS-PA 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
IHSS-PA shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by IHSS-PA's personnel. IHSS-PA 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.cdss.ca.gov/Portals/9/Additional-Resources/Forms-and-Brochures/2020/M-P/PUB13.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
IHSS-PA 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

IHSS-PA 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.

28. NOTICES

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

COUNTY:

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

Invoices and other financial documents:

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

IHSS-PA:

Riverside County In-Home Supportive Services Public Authority
 Executive Director

12125 Day Street, Suite S-101
Moreno Valley, CA 92557

29. 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.

30. 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.

31. 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.

32. 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]

**County of Riverside,
Department of Public Social Services**
a political Subdivision of the
State of California

Karen Spiegel

Karen Spiegel
Chair of the Board

06/30/2026

Date

**In-Home Supportive Services
Public Authority**
a public corporate body

Karen Spiegel

Karen Spiegel
Chair of the Board

06/30/2026

Date



ATTEST:
KIMBERLY A. RECTOR,
Riverside County Clerk of the Board

By: *Whitney Mayo, Deputy*

Approval as to Form
Minh C. Tran
County Counsel

By: *Raymond Mistica*

Raymond Mistica
Deputy County Counsel

06/09/2026

Date

Approval as to Form
Minh C. Tran
County Counsel

By: *Eric Stopher*

Eric Stopher
Deputy County Counsel

06/09/2026

Date

Schedule A
Payment Schedule

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to IHSS-PA shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2026 through June 30, 2027	\$3,242,705
July 1, 2027 through June 30, 2028	\$3,502,121
July 1, 2028 through June 30, 2029	\$3,782,291
Total:	\$10,527,117
Option: July 1, 2029 through June30, 2030	\$4,084,874
Total with Option:	\$14,611,991

A.2 SALARY AND BENEFIT COST

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

Service Component	FY 2026/2027	FY 2027/2028	FY 2028/2029	FY 2029/2030
Salaries and Benefits	\$3,242,705	\$3,502,121	\$3,782,291	\$4,084,874
Total	\$3,242,705	\$3,502,121	\$3,782,291	\$4,084,874

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

1. Actual costs for salary/benefits associated with activities as outlined in the Agreement will be reimbursed to the IHSS-PA through the JE process within 60 days after each quarter.
2. All claims submitted in a timely manner will be processed within twenty (20) working days of receipt by DPSS-Management reporting Unit. PA shall process

and post the Journal entry (JE) and forward to the Auditor-Controller's office for payment within ten (10) working days of DPSS approval of the JE.

3. When requesting payment, PA shall review and approve DPSS Forms 2076A and 2076B (Attachment II) following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Attachment II is attached hereto and incorporated herein by this reference for request of all payments. The approved backup listed in Schedule A, Payment Provisions, shall be submitted with the claim.
 - a. Each component shall be listed separately on Attachment II (2076B).
 - b. IHSS-PA shall provide the following supporting documentation along with the quarterly invoice to justify invoice amounts:
 - i. Payroll Report which includes: Employee names, Salary and Benefit amounts, Quarter worked, Summary of the Time & Activity Reports, and allocation of costs.
 - B. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
 - C. As applicable for payment requests, IHSS-PA shall submit completed DPSS Forms 2076A, 2076B (Attachment II).
 - D. IHSS-PA invoice estimates for May and June are due no later than the first Friday in June. Actual IHSS-PA invoices for May and June are due no later than July 30.
 - E. IF IHSS-PA expends a combined annual total of \$1,000,000 in federal funds, IHSS-PA shall ensure that an independent fiscal audit is done annually. In the event that an audit is conducted, IHSS-PA shall immediately provide a copy of the audit to COUNTY.
- A.3 FINANCIAL RESOURCES
- During the term of this Agreement, IHSS-PA shall maintain sufficient financial resources necessary to fully perform its obligations. IHSS-PA confirms there has been no material financial change in IHSS-PA (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.
- A.4 DISALLOWANCE
- If IHSS-PA receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, IHSS-PA shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to IHSS-PA.

DPSS-0005545

Schedule B
Scope of Services

B.1 OBJECTIVE:

The objective of this Agreement is to ensure DPSS maintains continuous access to IHSS Caregiver Services through IHSS-PA by supporting caregiver service delivery. This includes funding IHSS-PA positions; defining roles, responsibilities, and requirements for service delivery, billing, and oversight; and providing training on general health and safety and specialized caregiving topics, such as cognitive impairments, behavioral health, complex physical care needs, and transition to in-home care.

B.2 DPSS RESPONSIBILITIES:

DPSS Shall:

- A. Assign staff to serve as a liaison between DPSS and the Riverside County In-Home Supportive Services Public Authority (IHSS-PA). In addition, designate Administration and IHSS District Office liaison(s) to provide subject matter expertise and ensure all necessary information is available to secure services.
- B. Monitor the performance of IHSS-PA to ensure compliance with all terms, conditions, and services outlined in this Agreement. DPSS may, at its sole discretion, utilize any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and self-monitoring.
- C. Collaborate with IHSS-PA, as necessary, to plan, troubleshoot, and implement statutory mandates and to carry out other operations related to the duties outlined in this Agreement.
- D. Provide authorized users with case management access to ASD and IHSS database systems to enter caregiver background check results, orientation status, and Call Center data, and to query system information and reports, in accordance with approved security requests.
- E. Follow up with all Caregivers when a discrepancy is identified in the social security number or other required identification needed to determine eligibility for the IHSS program.
- F. Reimburse IHSS-PA for expenses associated with IHSS Caregiver orientation and enrollment activities, including administration of Worker's Compensation and Caregiver subpoenas; IHSS Caregiver-related payment inquiries and problem resolutions; follow-up on payments affected by the fair labor standard act; and DOJ background investigation activities, but shall not include any duties already mandated by law as specific IHSS-PA functions such as:
 1. Acting as employer of record for IHSS Caregivers;
 2. Assisting consumers in locating IHSS Caregivers through the establishment of a registry;

3. Investigating the qualifications and background of potential IHSS Caregivers listed in the registry (beyond the State mandated DOJ check);
4. Establishing a referral system under which potential IHSS Caregivers are made known to consumers; and/or;
5. Providing training for IHSS Caregivers and consumers;
6. Reviewing, editing, and approving policies submitted to the ASD Assistant Director, as appropriate.
7. Responding to share of cost (SOC) inquiries;
8. Addressing and responding to complaints from consumers/Caregivers;
9. Providing quarterly Fair Labor Standards Act (FLSA) training to social workers during Induction;
10. Creating, developing and approve training materials for Caregiver.

G. Implement Fair Labor Standards Act (FLSA)

1. Educate Adult Services Division Operations and IHSS-PA staff on FLSA regulations, including Exemption 1, Exemption 2, One-Time Exceptions, Recurring Exceptions, Violations, "Engaged to Wait," and "Waiting to Be Engaged," and establish processes to support compliance.
2. Verify residence/relationship requirements for all approved Exemption 1 and Exemption 2 cases during annual assessments, if qualified for exemption.
3. Assist caregivers who require additional support for hours exceeding 360 per month by referring them to the Public Authority Registry to hire additional caregivers.
4. Assist caregivers with completing Form SOC 2279 (In-Home Supportive Services Program, Live-In Family Caregiver Overtime Exemption) and submit completed forms to CDSS for processing.
5. Support caregivers in exhausting all options to secure additional caregivers, ensure completion of required forms, and forward documentation to CDSS for processing.

H. Approve overtime for caregivers when exceptions become recurring, defined as approved exceptions occurring for two consecutive months.

I. Perform Operational duties, including:

1. Providing education and guidance to caregivers on understanding their weekly authorized hours and accurately completing timesheets.

B.3 IHSS PUBLIC AUTHORITY RESPONSIBILITIES:
SCOPE OF SERVICE

D. Caregiver Orientation, Background Check, and Other Related Services

Component

IHSS-PA Shall:

1. Assign staff to be liaison between the IHSS-PA and DPSS.
2. Act as central repository of criminal offender record information (CORI) in a manner consistent with DOJ policies and procedures.
3. Submit Attachment V, "Assurance of Compliance" for security requests and to obtain approval for case management access to ASD and IHSS-PA database systems, as appropriate, for the purpose of entering Caregiver background check results and orientation status, and/or IHSS consumer-related services. Attachment V. is attached hereto and incorporated herein by this reference.
4. Provide staff necessary to:
 - a. Receive, review and interpret all applicant Caregiver CORIs and determine the respective applicant's eligibility to act as IHSS caregiver based on state guidelines (ACL 11-12, ACL 11-98, ACIN 1-04-12)
 - b. Receive, review, and interpret all SANs, and determine the respective Caregiver's eligibility to continue to provide care in the IHSS-PA program.
 - c. Notify IHSS-PA of those Caregivers with incomplete or inconsistent IDs including specific information about the discrepancy and copies of any documents.
 - d. Receive SANs information affecting Caregiver eligibility and update IHSS district offices regarding any change in a Caregiver's background investigation status, as allowed by law and DOJ regulations.
 - e. Complete all required applications and actions to secure California Department of Justice (DOJ) authorization to scan and submit fingerprints to DOJ.
 - f. Accept and secure Caregiver and potential Caregiver fingerprint scanning payments, and adhere to method of payment collection approved by DPSS-Fiscal.
 - g. Scan and submit fingerprints to DOJ.
5. Notify DOJ when subsequent arrest/conviction information is no longer needed as directed by ACL 10-05.
6. Provide viewing of Caregiver's DOJ response when the Caregiver fails the background check requests to see that item, in accordance with DOJ policy.
7. Maintain all DOJ records in a manner consistent with DOJ policies and procedures, and CDSS policies and procedures such as, but not limited to ACL 10-5 and any related updates.
8. Release information as required for subpoenas, as allowed by law. Release of non-Caregiver, client focus information shall be requested through ASD Administration.
9. Process IHSS Verifications of Employment (VOEs) for Caregivers and DPSS Income Eligibility Verification System (IEVS) and other DPSS divisions.

10. Process initial worker's compensation claims for Caregivers and forward claims to the State-contracted benefits vendor.
11. Draft PA-related policies associated with this Agreement, and submit to ASD Assistant Director for final review, editing and approval.
12. Conduct IHSS Caregiver orientation and enrollment activities, as requested by ASD Assistant Director.

E. Call Center Component

1. Assign staff to be liaison between the Riverside County In-Home Supportive Services Public Authority and DPSS.
2. Submit Attachment V: Assurance of Compliance for security requests and to obtain approval for case management access to ASD and IHSS database systems, as appropriate, for the purpose of reviewing payment status and resolving time sheet processing issues.
3. Draft IHSS-PA-related policies associated with this Agreement, and submit to ASD Assistant Director for final review, editing and approval.
4. Assist consumers and Caregivers with case management and time sheet inquiries via telephone or face-to-face communication.
5. Complete requests for replacement and supplemental time sheets.
6. Answer basic questions regarding W-2s, payroll deductions, and Union questions.
7. Request duplicate W-2s, as necessary.
8. Refer share of cost (SOC) inquiries to ASD Administration.
9. Assist consumers/Caregivers with any complaints related to receiving or providing IHSS services, and refer to ASD Administration, as appropriate

F. Fair Labor Standards Act (FLSA) and Other Related Services Component

1. Provide technical support and educational outreach related with new FLSA-regulations and forms.
2. Integrate FLSA regulation with Caregiver training and orientation, to include weekly authorized hours, required forms, overtime and travel payment calculation.
3. Provide all aspects of document management, to include receiving, processing and data input of FLSA forms and paperwork.
4. Receive walk-in/office inquiries and support customer requests related with FLSA regulations and payments.
5. Whenever appropriate, coordinate with district social workers and supervisors regarding violation decisions and safety plan(s) using PA Registry Caregivers.

6. Monitor the FLSA Payment Queue in CMIPS II and send the appropriate violation and training notifications to recipient and Caregivers.
7. Assist recipient and Caregivers to reconcile weekly work hours associated with CMIPS II payment violations and overrides.
8. Seek consultation and escalate as appropriate FLSA-related customer service complaints to ASD Administration.

G. In-Home Supportive Services (IHSS) Special Payments Component Caregiver Processing

1. Receive IHSS-PA consumer/Caregiver forms and complete data entry in CMIPS II.
2. Complete special payment transactions.
3. Initiate exception timesheets.
4. Monitor accuracy of Caregiver payment transactions.
5. Facilitate and/or complete, as necessary, required forms and processes to ensure timely and accurate Caregiver payments.
6. Complete training for Caregivers, ASD staff, and internal/external partners regarding payment processing and time sheet submission.
7. Complete/submit CMIPS II system corrections and service requests associated with Caregiver payments.
8. Conduct research and assist with processing of retroactive pay transaction requests for Caregivers, as needed.
9. Liaison resolution efforts for non-payment issues.

H. Enhanced Caregiver Management

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

I. Adult Protective Services (APS)

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

B.4 REPORTING

A. Caregiver Orientation and Enrollment, Background Check, and Other Related Services

1. DOJ ACTIVITY

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

2. AD HOC and New Ongoing

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

B. Call Center

1. CALL VOLUME

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

2. AD HOC and New Ongoing

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

C. Caregiver Payment Processing

1. PROCESSING ACTIVITY

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

2. AD HOC and New Ongoing

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

COUNTY OF RIVERSIDE
 Department of Public Social Services
 Online JE Worksheet

PAGE 1 OF 1

RIVCO:	Acct Period	Fiscal Year	Debit Doc Tot	Credit Doc Tot
JE DATE:			0.00	0.00

Line #	ACCT	FUND	DEPT ID	PROG CODE	PROJ ID	Description	Debit Amount	Credit Amount
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

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

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services Attn:
Management Reporting Unit 4060 County of Riverside
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

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

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

_____ MRU Authorization _____ Date

_____ Amount Authorized

_____ Invoice Number

_____ PO Number

DPSS 2076A (9/19) CONTRACTOR PAYMENT REQUEST

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A CONTRACTOR I HSS-PA 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.

ATTACHMENT III – PII Privacy and Security Standards

PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security

review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

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

- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
1. Data is confidential;
 2. Systems are logged;
 3. System use is for business purposes only, by authorized users; and
 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 3. If PII is stored in a database, database logging functionality shall be enabled.
 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used.
 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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

ATTACHMENT IV – HIPAA Business Associate Agreement

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and
Riverside County In-Home Supportive Services Public Authority (IHSS-PA)

This HIPAA Business Associate Agreement (the “Addendum”) supplements, and is made part of (the AA-03968 “Underlying Agreement”) between the County of Riverside (“County”) and Riverside County In-Home Supportive Services Public Authority (IHSS-PA) (“Contractor”) and shall be effective as of the date the Underlying Agreement is approved by both Parties (the “July 1, 2026”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, 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, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, 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 County, 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 County, and appropriate limitations and conditions on such uses and disclosures;

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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 County 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.

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- 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).

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2. Scope of Use and Disclosure by Contractor of County'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, County as specified in this

Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

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 County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County 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 County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

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Contractor agrees not to make any disclosure of PHI and/or ePHI that County 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 County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County 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 County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County 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. County 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. County 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. County 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.

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5. Obligations of Contractor IHSS-PA.

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 IHSS-PA shall promptly notify County 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 IHSS-PA of a use or disclosure of PHI and/or ePHI by Contractor IHSS-PA in violation of this Addendum.
- E. Report to County 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 County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County'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 County 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 County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

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- 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 County to the extent Contractor is to carry out County'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 County or an individual as directed by County, within five (5) days of request from County, 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 County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County 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 County 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 County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County 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 County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County 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 County 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 County 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 County 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 County 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 County and shall provide County with any information requested by County to enable County 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 County 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, 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 County 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 County, 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 County 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 County 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 County, all Agencies, Districts, Special Districts and Departments of County, 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 County, all Agencies, Districts, Special Districts and Departments of County, 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 County, 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 County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County 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 County the appropriate form of dismissal relieving County 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 County 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 County 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.

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10. Term. This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, 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 County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. 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 County 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 County 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 County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County 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 County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — — — — **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** — — — — —

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

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

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

Date

Director’s Signature

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

CR50-Vendor Assurance of Compliance

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
LIVE-IN FAMILY CARE PROVIDER OVERTIME EXEMPTION

PROVIDER NAME:

Part A: PROVIDER REQUIREMENTS

Beginning February 1, 2016, state law (Welfare and Institutions Code section 12300.4) limits the maximum weekly number of hours an IHSS/Waiver Personal Care Services (WPCS) provider can work in a workweek. A provider in the IHSS/WPCS program will be paid overtime if they work more than 40 hours a week, but providers shall not work more than 66 hours a week for IHSS and WPCS recipients combined.

The IHSS program has created a family-member exemption to the workweek maximum of 66 hours for IHSS providers to allow them to work up to a maximum of 90 hours per workweek and up to a maximum of 360 hours a month. In order to be eligible for this exemption, you must meet the three (3) following conditions on or before January 31, 2016:

- You must provide IHSS services to two or more IHSS recipients.
- You must currently live in the same home as the IHSS recipients that you provide services to.
- You must be related to the IHSS recipients to whom you provide services as his/her parent, stepparent, adoptive parent or grandparent or be his/her legal guardian.

With this exemption, you cannot work more than 90 hours per workweek or more than 360 hours per month. If you work up to these maximum hours for your recipients and your IHSS recipients still have IHSS hours left, then your IHSS recipients will have to hire another IHSS provider to work the rest of their IHSS hours.

Please complete **Part B** of this form and provide all information to verify that you meet the three (3) requirements above to qualify for this exemption as a Live-in Family Care Provider.

Provider Number _____

Part B: PROVIDER & RECIPIENTS' INFORMATION

INSTRUCTIONS: You must complete the information below about your residential and mailing addresses and then complete the chart below for the recipients you provide services to.

1. Your residential address: _____

2. Your mailing address: _____

A		B	C
Recipient Information		Relationship to Recipient	Does this recipient live with you in the same residence? Please answer Yes or No
Name	Case Number		
1.		1.	1.
2.		2.	2.
3.		3.	3.
4.		4.	4.

I declare that I meet all of the requirements to qualify for this exemption. I further declare that all of the information I have provided on this form is true and correct to the best of my knowledge. I understand that verification of this information will occur at the time of my IHSS recipient's reassessment to determine if I still qualify for this exemption. I agree to adhere to all requirements for overtime under this exemption. If I no longer meet the three (3) requirements for this exemption I will no longer qualify for this exemption and I must notify the county immediately. I understand that I will then be subject to the existing overtime limitation restrictions.

PROVIDER

PROVIDER'S PRINTED NAME:

FOR STATE USE ONLY

STAFF NAME:

DATE:

NOTES: