

**REQUEST FOR PROPOSAL # DPARC-561A**

**2018 HUD CONTINUUM OF CARE  
HOMELESS ASSISTANCE PROGRAM  
COMPETITION**

TERMS AND CONDITIONS DOCUMENT



By:  
Rowena Concepcion, Administrative Services Officer  
Riverside County – Homeless Program Unit  
4060 County Circle Drive  
Riverside, CA 92503  
(951) 358-5638 / (951) 358-7755 (fax)  
Email: [rconcepc@rivco.org](mailto:rconcepc@rivco.org)

NIGP Code(s): 952-37; 952-49; 952-55; 952-78

This RFP is available at the following links:

<http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>  
and [www.publicpurchase.com](http://www.publicpurchase.com)

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS  
REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

---

**Table of Contents**

<b>Content</b>	<b>Page</b>
INSTRUCTIONS TO BIDDERS .....	3
<b>Terms and Conditions Acknowledgement (Vendor Company Name):</b> .....	4
1.0 Timelines/Important Dates.....	5
2.0 Period of Performance.....	5
3.0 Definitions.....	5
4.0 Evaluation Process.....	8
5.0 General Proposal Submittal .....	9
6.0 Confidentiality and Proprietary Data.....	10
7.0 Interpretation of RFP .....	10
8.0 Contractual Development .....	10
9.0 HIPAA Business Associate Addendum .....	10
10.0 Cancellation OR Modification of Procurement Process .....	11
11.0 County Observed Holidays .....	11
Exhibit A – Sample Agreement.....	12

## INSTRUCTIONS TO BIDDERS

1. **Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County’s website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities.
2. **First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
3. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
4. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
5. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us) or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or emailed.
6. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date, and prior to an award being made.
7. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
8. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
9. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
10. **Return of Bid/Closing Date/Return to** - The bid response shall be delivered to Department of Public Social Services (DPSS) - Homeless Programs Unit by 1:30 p.m. P.T. on the closing date listed above. Bid responses not received by DPSS by the closing date and time indicated above will not be accepted. The County will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions. If the bidder cannot upload the bid response, delivery of the bid response is accepted at 4060 County Circle, Riverside, CA 92503

**11. Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor’s portion of the bid.

**12. Federal Exclusion List**- if federally or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

<b>Terms and Conditions Acknowledgement (Vendor Company Name):</b>	
<b>IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ</b>	
<input checked="" type="checkbox"/> APPENDIX "A"	EXHIBIT(S) PLANS/DRAWINGS
<b>IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN</b>	
<input checked="" type="checkbox"/> #116-200 General Conditions Product/Personal/Professional Services	<input checked="" type="checkbox"/> #116-210 General Conditions Materials and/or Services
<input checked="" type="checkbox"/> #116-230 General Conditions – Equipment	<input checked="" type="checkbox"/> #116-310 Boilerplate Contract
To access any of these General Conditions go to <a href="http://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a> , located in Vendor link. If an addendum is issued for this procurement, it will be the vendor’s responsibility to retrieve all applicable addendum(s) from the Public Purchase website.	

**1.0 TIMELINES/IMPORTANT DATES**

TIMELINE	DATES
1.1 <b>RELEASE OF REQUEST FOR PROPOSAL</b>	Wednesday, August 8, 2018
1.2 <b>DEADLINE FOR SUBMISSION OF QUESTIONS</b>	Not Applicable
1.3 <b>DEADLINE FOR PROPOSALS</b>  ALL PROPOSALS MUST BE DELIVERED TO:  County of Riverside DPSS 4060 County Circle Drive Riverside, CA 92503 Homeless Programs  RFP # DPARC-561	<b>Closing Date: 08/13/2018 @ 10:00 a.m.</b>  On or before <b>Monday, August 13, 2018</b> <b>Time: 10:00 am Pacific Time</b>
1.4 <b>TENTATIVE DATE FOR AWARDING RFP</b>  Depending on when HUD will release the notice of award.	The Bidders are responsible for checking the Continuum of Care website for notice of intent to award at: <a href="http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development">http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development</a>

1.5 **Inquiries:** All inquiries must be submitted to DPSS – Homeless Unit, Rowena Concepcion at [rconcepc@rivco.org](mailto:rconcepc@rivco.org) on or before the last day for questions. Please refer to “Section 1.0 Timeline/Dates” for the particular date. Inquiries must reference the section number and title from the RFP. All responses to Bidders questions will be posted on the County of Riverside Department of Public Social Services website.

**2.0 PERIOD OF PERFORMANCE**

The period of performance anticipated for this RFP is the operational start date of the project through one year or effective upon signature of an Agreement by both parties unless terminated earlier.

**3.0 DEFINITIONS**

3.1 “**Addendum**” refers to an amendment or modification to the RFP (Request for Proposals).

- 3.2 **“Bid”** refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 3.3 **“Bidder”** refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 3.4 **“Board of Supervisors”** refers to the County of Riverside’s Board of Supervisors.
- 3.5 **“Centralized or Coordinated Entry System”** means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- 3.6 **“Chronically Homeless”** refers to an individual who meets one or more of the following: a) is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and b) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three (3) years; or c) can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability; or d) an individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or e) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless. The definition for “chronically homeless” shall be equal to that of HUD’s current definition for chronically homeless. Any deviations contained herein from HUD’s definition shall be superseded by HUD’s definition.
- 3.7 **“Contractor”** refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor, Vendor, and Bidder are used interchangeably.
- 3.8 **“Collaborative Applicant”** refers to the County of Riverside, acting by and through the Department of Public Social Services, which has responsibility to submit a consolidated HUD Continuum of Care Homeless Assistance application for funds on behalf of service providers. Any deviations contained herein from HUD’s definition shall be superseded by HUD’s definition.
- 3.9 **“County”** refers the County of Riverside and its Department of Public Social Services (DPSS). For purposes of this RFP, DPSS and County are used interchangeably.
- 3.10 **“County of Riverside Continuum of Care”** or **“Continuum of Care”** or **“CoC”** refers to the network of private and public sector homeless service providers, designed to promote communitywide planning and the strategic use of resources addressing homelessness. Any deviations contained herein from HUD’s definition shall be superseded by HUD’s definition.

- 3.11 **“Domestic Violence”** (also called intimate partner violence (IPV), domestic abuse or relationship abuse) is a pattern of behaviors used by one partner to maintain power and control over another partner in an intimate relationship. Domestic violence includes behaviors that cause or threaten physical harm, arouse fear, prevent a partner from doing what they wish or force them to behave in ways they do not want. It includes the use of or threat of the use of physical and sexual violence, threats and intimidation, emotional abuse and economic deprivation. Many of these different forms of domestic violence/abuse can be occurring at any one time within the same intimate relationship and/or may occur with varied frequency within a relationship. (National DV Hotline definition).
- 3.12 **“HIPAA”** refers to the Health Insurance Portability Accountability Act.
- 3.13 **“Homeless Households with Children”** is defined by HUD as households with at least one adult and one child under the age of 18. Any deviations contained herein from HUD’s definition shall be superseded by HUD’s definition.
- 3.14 **“Housing First Model”** is a model of housing assistance that is offered without preconditions (such as sobriety or a minimum income threshold) or service participation requirements, and rapid placement and stabilization in permanent housing are primary goals. Research shows that it is effective for the chronically homeless with mental health and substance abuse disorders, resulting in fewer inpatient stays and less expensive interventions than other approaches. CoC Program projects should use a Housing First approach in the design of the program.” For more information about Housing First please see the following:[http://usich.gov/resources/uploads/asset\\_library/HousingFirstChecklist\\_FINAL.pdf](http://usich.gov/resources/uploads/asset_library/HousingFirstChecklist_FINAL.pdf).  
<https://www.onecpd.info/news/snaps-weekly-focus-adopting-a-housing-first-approach/>  
<http://www.endhomelessness.org/pages/housingfirst>  
[http://usich.gov/usich\\_resources/solutions/explore/permanentsupportivehousing](http://usich.gov/usich_resources/solutions/explore/permanentsupportivehousing)
- 3.15 **“HUD”** means the U.S. Department of Housing and Urban Development.
- 3.16 **“MQs”** shall mean minimum qualifications.
- 3.17 **“Non-entitlement”** area is defined at 42 U.S.C.5302 and means an area that does not receive ESG funding from HUD as an Entitlement Area or a participant in an Urban County Agreement.
- 3.18 **“Permanent Supportive Housing”** as described in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act Interim Rule for the Continuum of Care Program, permanent supportive housing refers to permanent housing in which supportive services are provided to assist chronically homeless individuals with a disability, or a family with an adult head of household with a disability, to live independently and maintain their housing. Any deviations contained herein from HUD’s definition shall be superseded by HUD’s definition.
- 3.19 **“Rapid Rehousing”** (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, and flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. While it can be used for any homeless person, preliminary evidence indicates that it can be particularly effective for households with children.” For more information about rapid re-housing see:

<https://www.onecpd.info/news/snaps-weekly-focus-rapid-re-housing/>

3.20 “RFP” refers to Request for Proposal

3.21 “Subrecipient” refers to the relationship that exists when funding from a pass-through entity (i.e., DPSS) is provided to perform a portion of the scope of work or objectives of the pass-through entity's award agreement with HUD.

#### 4.0 EVALUATION PROCESS

4.1 Proposals will be evaluated based on criteria determined to be appropriate by the County, which may include, but not necessarily limited to the following:

- a) Responses to Attachment “A” DPARC-561 Bidder Proposal Response
- b) The quantity and locations of facilities. (If applicable)
- c) Bidder’s experience and ability.
- d) Technical capability and project methodology.
- e) Overall cost to the County.
- f) References with demonstrated success with similar work to the Scope of Service. (Pass/Fail)
- g) Financial status. (Pass/Fail)
- h) Clarification, Exceptions or Deviations. (Pass/Fail)
- i) Credential/Resumes/Licenses/Certifications. (Pass/Fail)
- j) Samples submitted. (If applicable)
- k) Any other factors the County determines to be appropriate.

4.2 All proposals will be given thorough review. All contacts during the bidding process and review selection phase must contact DPSS, Rowena Concepcion at (951) 358-5638 or e-mail to [rconcepc@rivco.org](mailto:rconcepc@rivco.org) . Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.

4.3 All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.



## 5.0 GENERAL PROPOSAL SUBMITTAL

- 5.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page Tab B with a certification of intent to meet the requirements specified.
- 5.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 5.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 5.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 5.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 5.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 5.7 Faxed or emailed proposals will not be accepted.
- 5.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal.RFP # DPARC-561A"
- 5.9 One (1) original in a 3-ring binder for ease of opening by evaluators. Contractors shall submit one (1) (Microsoft Word or PDF document formatted on a virus thumb drive) inside the **original binder** only.
- 5.10 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder).
- 5.11 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.
- 5.12 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 5.13 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

## **6.0 CONFIDENTIALITY AND PROPRIETARY DATA**

Subsequent to the County's evaluation and proposals, which requires bid submission in response to the solicitation process, become the exclusive property of the County. Upon submission of a bidder's proposal, the submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language. If a Contractor's proposal is accepted and an agreement is made with the County, then the Contractor will be required to sign the most current HIPAA Business Associate Addendum (If applicable). If the County revises the HIPAA Associate Addendum, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

## **7.0 INTERPRETATION OF RFP**

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted at County of Riverside DPSS website at <http://dpss.co.riverside.ca.us/homeless-programs/>. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. .

## **8.0 CONTRACTUAL DEVELOPMENT**

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as **Exhibit A**. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

## **9.0 IPAA BUSINESS ASSOCIATE ADDENDUM**

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Attachment I located in the sample Agreement Exhibit A, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

## 10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes “public record” as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise, the Contractor agrees that all documents provided may be released to the public after contract award. The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- ✓ Inadequate, ambiguous, or otherwise deficient specifications.
- ✓ The services are no longer required.
- ✓ Proposals received are at an unreasonable cost.
- ✓ Proposal did not arrive in open competition, were collusive, or not submitted in good faith.
- ✓ The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

## 11.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 2
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 13
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\* Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

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

**SUBRECIPIENT  
AGREEMENT:**

**SUBRECIPIENT:**

**ACTIVITIES:**

**TERM:**

**MAXIMUM REIMBURSABLE  
AMOUNT:**

**HUD PROJECT NUMBER:**

This Subrecipient Agreement (“Agreement”) is made and entered into by and between the County of Riverside, a political subdivision of the state of California, on behalf of its Department of Public Social Services (hereinafter referred to as “County”), and <SUBRECIPIENT> (hereinafter referred to as the “Subrecipient”).

**RECITALS**

**WHEREAS**, the County has entered into a grant agreement with the United States Department of Housing and Urban Development (HUD) (hereinafter referred to as the “Grantor”), pursuant to the Continuum of Care Program Rule (CFDA 14.267), codified as 24 CFR 578 and Subtitle C of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act as amended by S. 896 the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, 42 U.S.C. 11381 et seq.; and

**WHEREAS**, the Department of Public Social Services (hereinafter referred to as “DPSS”) has been designated by the County to provide coordination and administration of the County’s Continuum of Care Program (CoC Program), as described in the County’s grant agreement with the Grantor.

**NOW THEREFORE**, County and the Subrecipient do hereby covenant and agree that the Subrecipient will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein this Agreement.

Authorized Signature for County:	Authorized Signature for Subrecipient:
Printed Name of Person Signing:	Printed Name of Person Signing:
Title: Procurement Contract Specialist	Title:
Address: 2980 Washington Street Riverside, CA 92503	Address:
Date Signed:	Date Signed:

TABLE OF CONTENTS

I.	DEFINITIONS .....	14
II.	DPSS RESPONSIBILITIES.....	14
III.	SUBRECIPIENT RESPONSIBILITIES .....	15
IV.	FISCAL PROVISIONS .....	16
A.	OBLIGATION      16	
B.	METHOD, TIME, AND CONDITION OF PAYMENTS    17	
C.	REALLOCATION OF FUNDS      17	
V.	GENERAL PROVISIONS.....	17
A.	TERM OF AGREEMENT   17	
B.	BACKGROUND CHECKS      17	
C.	CONFIDENTIALITY      18	
D.	CONTINUUM OF CARE PROGRAM COMPLIANCE    18	
E.	CONFLICT OF INTEREST      18	
F.	DEFAULT   19	
G.	HOLD HARMLESS/INDEMNIFICATION   19	
H.	INSURANCE      20	
I.	INDEPENDENT CONTRACTOR   22	
J.	SUBCONTRACT FOR SERVICES      22	
K.	TERMINATION   23	
L.	GOVERNING LAW      23	
M.	NOTICES   23	
N.	ASSIGNMENTS   24	
O.	DISPUTES      24	
P.	CHILD ABUSE REPORTING   24	
Q.	ELDER AND DEPENDENT ABUSE REPORTING    24	
R.	CLIENTS CIVIL RIGHTS COMPLIANCE   24	
S.	EMPLOYMENT PRACTICES   25	
T.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)    26	
U.	CLEAN AIR/WATER ACTS      26	
V.	LEAD-BASED PAINT      26	
W.	AUTHORITY      26	
X.	DEBARMENT AND SUSPENSION   26	
Y.	COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES 27	
Z.	ENTIRE AGREEMENT   27	

**LIST OF EXHIBITS**

- EXHIBIT A** – Project Application
- EXHIBIT B** – 2-1-1 Riverside County Agency Registration Form
- EXHIBIT C** – 2-1-1 Riverside County Program Registration Form
- EXHIBIT D** – Administrative Handbook for HUD Funded Continuum of Care Programs
- EXHIBIT E** – Assurance of Compliance

## **I. DEFINITIONS**

As used in this Agreement, the following terms are defined below unless the context indicates otherwise.

- A. The term “2-1-1” refers to 2-1-1 Riverside County—a designated 3-digit number that allows callers to receive up-to-date information and referrals to health and human service agencies.
- B. The term “Application” refers to the approved application and its submissions prepared by the Subrecipient, which is the basis on which HUD approved the grant.
- C. The term “APR” refers to the Annual Performance Report.
- D. The term “Draw Down” refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- E. The term “DPSS” refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- F. The term “HMIS” refers to the Riverside County Homeless Management Information System.
- G. The term “Participants” refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the housing project.
- H. The term “Project” refers to housing and/or supportive services for facilitating the movement of homeless individuals through the CoC Program into independent permanent housing.
- I. The term “Subrecipient” refers to <SUBRECIPIENT>, the entity under agreement with DPSS to operate the Project on a daily basis.
- J. The term “Subcontract” refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Subrecipient with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- K. The term “Subcontractor” means any supplier, vendor, or firm, that furnishes supplies, materials, equipment, or services to or for the Subrecipient or another Subcontractor.
- L. The term “Continuum of Care Program (CoC Program)” refers to the HUD grant program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- M. The term “Technical Submission” refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.

## **II. DPSS RESPONSIBILITIES**

- A. DPSS shall assure that the services provided by the Subrecipient comply with all applicable federal, state, County, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Subrecipient. This staff will provide the Subrecipient programmatic consultation and advise the Subrecipient of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Subrecipient as needed.
- C. DPSS will assign staff to monitor the performance of the Subrecipient in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Subrecipient through any combination of the following methods which may include, but are not limited to: (1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Subrecipient; (3) annual inspection of all available fiscal statements and other records maintained by the Subrecipient; and (4) annual statements that the Subrecipient is required to complete under this Agreement.

### III. SUBRECIPIENT RESPONSIBILITIES

- A. The Subrecipient shall be responsible for the overall administration of the Project, including overseeing all Subcontractors, client services, and case management, medical care, social services support, and legal support. The Subrecipient will also provide client linkages to other sources of support. The Subrecipient shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by this reference.
- B. The Subrecipient must ensure that all CoC Program Participants comply with the regulations applicable to the CoC Program as set forth in 24 CFR Part 58, and 24 CFR Part 578. In the event that any federal or state laws or regulations, including without limitation regulations by HUD add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, CoC Program Participants shall comply with such requirements, as amended.
- C. The Subrecipient shall register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 Riverside County Agency Registration Form and 2-1-1 Riverside County Program Registration Form attached hereto as **Exhibits B and C**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

For general inquiries regarding agency and/or program registration, Subrecipients may contact 2-1-1 by one of the following methods:

<b>Telephone</b>	(800) 464-1123 or (951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
<b>U.S. Postal Service</b>	P.O. 5376, Riverside, CA 92517-5376
<b>E-mail</b>	211Updateinfo@connectRiverside.org

- D. The Subrecipient will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for Participants served under the CoC Program.
- E. The Subrecipient shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Continuum of Care Programs, attached hereto as **Exhibit D** and

incorporated herein by this reference, and all laws applicable to the provision of services under this program. The Subrecipient shall use the most current version of **Exhibit D**. Any subsequent changes to Exhibit D issued by DPSS shall automatically serve as Exhibit D to the contract.

- F. The Subrecipient shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- G. The Subrecipient agrees to participate in the Homeless Management Information System (HMIS).
  - 1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data on a regular and timely basis ensuring completeness and accuracy of data entered in HMIS.
  - 2. DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Subrecipient an exclusive perpetual license to use the HMIS software for the term of this Agreement.
  - 3. The Subrecipient shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside CoC Program's HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.
  - 4. The Subrecipient must maintain a valid HMIS End User Agreement on file with DPSS, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.
- H. The Subrecipient agrees to participate in the County of Riverside CoC Program coordinated entry system. This coordinated assessment is a key step in assessing the needs of homeless individuals and families requesting assistance in prioritizing those household's for assistance. Establishment and operation of a coordinated assessment system is a requirement of 24 CFR part 578.

**IV. FISCAL PROVISIONS**

**A. OBLIGATION**

The Subrecipient shall be reimbursed by HUD, utilizing a Draw Down process, for an amount not to exceed \$<NO VALUE ENTERED>. The County shall be reimbursed by HUD for an amount not to exceed \$<NO VALUE ENTERED>. Said funds shall be spent according to the budget shown below.

<b>BUDGET CATEGORY</b>	<b>Total</b>
LEASING	\$<NO VALUE ENTERED>
RENTAL ASSISTANCE	\$<NO VALUE ENTERED>
SUPPORTIVE SERVICES	\$<NO VALUE ENTERED>
OPERATING COSTS	\$<NO VALUE ENTERED>
HMIS -- SOFTWARE	\$<NO VALUE ENTERED>
ADMINISTRATIVE COSTS (SUBRECIPIENT)	\$<NO VALUE



	ENTERED>
<b>SUBRECIPIENT TOTAL</b>	<b>\$&lt;NO VALUE ENTERED&gt;</b>
ADMINISTRATIVE COSTS (COUNTY)	\$<NO VALUE ENTERED>
<b>GRANT TOTAL</b>	<b>\$&lt;NO VALUE ENTERED&gt;</b>

**B. METHOD, TIME, AND CONDITION OF PAYMENTS**

1. The Subrecipient shall submit to DPSS a monthly claim in accordance with the Administrative Handbook for HUD Funded Continuum of Care Programs (**Exhibit D**).
2. The Subrecipient shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

a. Cash Match Documentation

The Subrecipient shall provide cash match documentation as set forth in the Administrative Handbook for HUD Funded Continuum of Care Programs (**Exhibit D**) and the Project Application (**Exhibit A**).

- b. In the event that the Subrecipient does not meet the requirements in paragraph 2.a. above, DPSS reserves the right to suspend or terminate this Agreement.

**C. REALLOCATION OF FUNDS**

Reallocating funds is one of the most important tools by which CoC Programs can make strategic improvements to their homelessness system. Through reallocation, CoC Programs can create new, evidence-informed Projects by eliminating Projects that are underperforming or are more appropriately funded from other sources. Projects with returned/unspent funds in the last three years, regardless of the amount will be considered for reallocation by the CoC Program designated Independent Review Panel.

**V. GENERAL PROVISIONS**

**A. TERM OF AGREEMENT**

1. The Agreement shall be effective from <INSERT DATES>.
2. All Program funds shall be expended by the Project operating ending period.
3. All Final funds requests shall be submitted within 30 days after the expenditure deadline.

**B. BACKGROUND CHECKS**

Subrecipients providing services to minors (detailed in **Exhibit A-Project Application**) shall be required to conduct criminal background checks on all employees, Subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Subrecipient shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

### C. CONFIDENTIALITY

The Subrecipient shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Federal Law. All records and information concerning any and all persons referred to the Subrecipient shall be considered and kept confidential by the Subrecipient, its staff, agents, employees and volunteers. The Subrecipient shall require all of its employees, agents, Subcontractors and volunteer staff who may provide services under this Agreement with the Subrecipient before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all Participants referred to the Subrecipient by Riverside County.

Subrecipient shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Subrecipient agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### D. CONTINUUM OF CARE PROGRAM COMPLIANCE

By executing this Agreement, the Subrecipient hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the CoC Program, including; HUD Application, Technical Submission; CoC Program Interim Rule (24 CFR 578); Administrative Requirement for Grants and Cooperative Agreements (24 CFR Part 85); this Agreement, and the applicable Notice of Funding Availability (NOFA).

### E. CONFLICT OF INTEREST

The Subrecipient covenants that it presently has no interest in, including but not limited to, other Projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Subrecipient believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by the Subrecipient under this Agreement. The Subrecipient agrees to inform DPSS of all of the Subrecipient's interests, if any, which are or which the Subrecipient believes to be incompatible with any interest of DPSS. The County will make final determination of any dispute about conflict(s) of interest.

A copy of the agency's Conflict of Interest policy should be submitted to DPSS upon execution of this Agreement.

## F. DEFAULT

1. A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in the Subrecipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the CoC Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, DPSS and HUD may take one or more of the following actions:
  - a. Issue a letter of warning advising the Subrecipient of the default that establishes a date by which corrective actions must be completed and puts the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
  - b. Direct the Subrecipient to submit progress schedules for completing the approved activities;
  - c. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
  - d. Direct the Subrecipient to reimburse the program accounts for costs inappropriately charged to the program; and/or
  - e. Make recommendations to HUD to reduce or recapture the grant.
2. No delay or omission by the County in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of acquiescence in any Subrecipient default.

## G. HOLD HARMLESS/INDEMNIFICATION

Subrecipient 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 Subrecipient, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Subrecipient, its officers, agents, employees, Subcontractors, agents or representatives from this Agreement. Subrecipient 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.

With respect to any action or claim subject to indemnification herein by Subrecipient, Subrecipient shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such 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 Subrecipient's indemnification to County as set forth herein. Subrecipient's obligation to defend, indemnify and hold harmless County shall be subject to County having given Subrecipient 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 Subrecipient's expense, for the defense or settlement thereof. Subrecipient's obligation hereunder shall be satisfied when Subrecipient has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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 Subrecipient from indemnifying County to the fullest extent allowed by law.

## H. INSURANCE

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

1. Workers' Compensation: If Subrecipient has employees as defined by the State of California, the Subrecipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
2. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Subrecipient's performance of its obligations hereunder. Policy shall name the County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
3. Professional Liability: If, at any time during the duration of this Agreement and any renewal or extension thereof, the Subrecipient, its employees, agents or Subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Subrecipient shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either (1) an Extended Reporting Endorsement (also known as Tail Coverage); or (2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, (3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items (1), (2), or (3) will continue for a period of five (5) years beyond the termination of this Agreement.
4. Vehicle Liability: If Subrecipient's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Subrecipient shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

5. General Insurance Provisions – All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Subrecipient's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Subrecipient's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The Subrecipient shall cause insurance carrier(s) to furnish the County of Riverside with either (1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and (2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Subrecipient shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- d. It is understood and agreed to by the parties hereto and the Subrecipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Subrecipient has become inadequate.
- f. Subrecipient shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- h. Subrecipient agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### I. INDEPENDENT CONTRACTOR

The Subrecipient is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the County and the Subrecipient or any of the Subrecipient's agents, employees, or volunteers. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Subrecipient, its agents, employees, and volunteers shall not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

#### J. SUBCONTRACT FOR SERVICES

1. The Subrecipient shall not enter into any Subcontract with any Subcontractor who:
  - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - b. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. is presently indicated 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
  - d. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Subrecipient shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Subrecipient.
3. The Subrecipient shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of Subcontractors.
4. The Subrecipient shall document, prior to grant execution, all services to be provided by a third party by a memorandum of understanding (MOU) between the recipient or sub-recipient and the third party that will provide the services, as per CFR 578.73, (c)(3).
5. Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

## K. TERMINATION

1. Failure by the Subrecipient to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:
  - a. Afford the Subrecipient a time period within which to correct the breach, the period of which shall be established at the sole discretion of DPSS; and/or
  - b. Withhold funds pending correction of the breach.
2. DPSS may immediately suspend or terminate if there is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.
3. DPSS may also terminate or suspend this Agreement without cause. DPSS will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
4. The Subrecipient may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Subrecipient will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
5. Upon termination of this Agreement, the Subrecipient shall not incur any obligations after any effective date of such termination, unless expressly authorized in writing by DPSS.
6. In the event the funding from HUD is reduced, terminated or otherwise becomes unavailable, DPSS shall provide written notice to the Subrecipient within five (5) working days from the date that HUD reduces, suspends or terminates the grant funding. This Agreement shall be either immediately terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of the termination.

## L. GOVERNING LAW

This Agreement shall be construed and interpreted according to 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 appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

## M. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth herein. All other correspondence shall be delivered to the addresses shown below and are deemed submitted on the date of deposit in the U. S. Mail, postage prepaid to:

DPSS: Department of Public Social Services  
(Agreement Issues) Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

DPSS: Department of Public Social Services

(Program Issues) Homeless Program Unit  
4060 County Circle Drive  
Riverside, CA 92503

DPSS:  
(Fiscal Issues) Department of Public Social Services  
Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

SUBRECIPIENT: <INSERT NAME AND ADDRESS>

#### N. ASSIGNMENTS

The Subrecipient cannot assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS. Any attempt to assign any interest without County's written consent shall be void and of no further force or effect.

#### O. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by Agreement, shall be disposed of by DPSS who shall furnish the decision in writing. The decision of DPSS shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Subrecipient shall proceed diligently with the performance of the Agreement pending DPSS' decision.

#### P. CHILD ABUSE REPORTING

The Subrecipient shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, Subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

#### Q. ELDER AND DEPENDENT ABUSE REPORTING

The Subrecipient shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, Subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

#### R. CLIENTS CIVIL RIGHTS COMPLIANCE

##### 1. Assurance of Compliance

The Subrecipient shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit G** and incorporated herein by this reference. The Subrecipient will sign and date **Exhibit G** and return it to DPSS along with the executed Agreement. The Subrecipient shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation



in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

## 2. Client Complaints

The Subrecipient 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 Subrecipient's personnel.

### **Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

## 3. Services, Benefits and Facilities

Subrecipient shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a Participant or potential Participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

## 4. Cultural Competency

Subrecipient 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.

## S. EMPLOYMENT PRACTICES

1. The Subrecipient shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (commencing with Gov. Code section 12900 et. seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Subrecipient shall certify and comply with Public Contract Code 10295.3, to 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.

#### T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Subrecipient in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Subrecipient hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Subrecipient further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

#### U. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, the Subrecipient agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require the Subrecipient not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

#### V. LEAD-BASED PAINT

The Subrecipient and all Subcontractors, if any, shall comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

#### W. AUTHORITY

The individuals executing this Agreement and the instruments referenced herein on behalf of the Subrecipient each represent and warrant that they have the legal power, right, and actual authority to bind the Subrecipient to the terms and conditions hereof and thereof.

#### X. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Subrecipient certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them 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 or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated 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. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Y. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Subrecipient shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS which are equally applicable and made binding upon the Subrecipient as though made with the Subrecipient directly.

Z. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be made in writing and signed by the parties herein. More specifically, the Subrecipient shall not change the population to be served or make any other change inconsistent with the Application without the prior approval of DPSS and HUD.

HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and \_\_\_\_\_

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the \_\_\_\_\_ (the "Underlying Agreement") between the County of Riverside ("County") and \_\_\_\_\_ ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

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;

County of Riverside BAA 09/2013

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

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

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

## **2. Scope of Use and Disclosure by Contractor of 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.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
      - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of 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.

- C. 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.



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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify 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 of a use or disclosure of PHI and/or ePHI by Contractor 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.

- 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, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless 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.

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: \_\_\_\_\_

County of Riverside BAA 09/2013

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

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



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

K. System Logging.

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

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

M. Transmission Encryption.

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

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

III. AUDIT CONTROLS

A. System Security Review.

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

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

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

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

V. PAPER DOCUMENT CONTROLS

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
7894 Mission Grove Parkway, Suite 100  
Riverside, CA 92508  
(951) 358-6841

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

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

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

From: \_\_\_\_\_  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Contractor Name  
\_\_\_\_\_  
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 \_\_\_\_\_ (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date

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

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	_____
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

