

APPENDIX A



SAMPLE MASTER AGREEMENT

**BY AND BETWEEN
COUNTY OF LOS ANGELES**

**AND
(CONTRACTOR)**

**FOR
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES**

**APPENDIX A
MASTER AGREEMENT
TABLE OF CONTENTS**

SECTION	TITLE	PAGE
RECITAL		8
1.0	APPLICABLE DOCUMENTS	8
2.0	DEFINITIONS	10
3.0	WORK	28
4.0	TERM OF MASTER AGREEMENT	29
5.0	CONTRACT SUM	30
5.1	Total Contract Sum	30
5.2	Written Approval for Reimbursement	30
5.3	Notification of 75% of Total Contract Sum	30
5.4	No Payment for Services Provided Following Expiration-Termination of Master Agreement	30
5.5	Invoices and Payments	31
5.6	County Approval of Invoices	32
5.7	Fund Reallocation	33
5.8	Performance Deductions	33
5.9	Revenue Disclosure	34
5.10	Unspent Funds	34
5.11	Local Small Business Enterprises (LSBE) – Prompt Payment Program	36
5.12	Contract Invoicing System	36
5.13	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	36
6.0	ADMINISTRATION OF MASTER AGREEMENT - COUNTY	37
6.1	County Administration	37
6.2	County Contract Director (CCD)	37
6.3	Supervising County Contract Administrator (SCCA)	37
6.4	County Contract Administrator (CCA)	38
6.5	County Contract Program Manager (CCPM)	38
6.6	County Contract Program Monitor (CPM)	38
6.7	Compliance Review Staff	39
7.0	ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR	39
7.1	Contractor Administration	39
7.2	Contractor's Authorized Official(s)	39
7.3	Approval of Contractor's Staff	40
7.4	Contractor's Staff Identification	40
7.5	Background and Security Investigations	40
7.6	Confidentiality	42
7.7	Cooperation with County Monitoring/County Oversight	44
7.8	Nepotism	44
7.9	Other Contractor Personnel	45
8.0	STANDARD TERMS AND CONDITIONS	46
8.1	Amendments and Change Notices	46
8.2	Assignment and Delegation/Mergers or Acquisitions	47
8.3	Authorization Warranty	48
8.4	Budget Reductions	48
8.5	Complaints	48
8.6	Compliance with Applicable Law	49
8.7	Compliance with Civil Rights Laws	50
8.8	Compliance with the County's Jury Service Program	52
8.9	Conflict of Interest	53

**APPENDIX A
MASTER AGREEMENT
TABLE OF CONTENTS**

SECTION	TITLE	PAGE
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	54
8.11	Consideration of Hiring GAIN/START/REP Participants	54
8.12	Contractor Responsibility and Debarment	55
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law.....	57
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	57
8.15	County's Quality Assurance Plan	58
8.16	Damage to County Facilities, Buildings, or Grounds	58
8.17	Employment Eligibility Verification	58
8.18	Counterparts and Electronic Signatures and Representations	59
8.19	Fair Labor Standards Act (FLSA)	59
8.20	Force Majeure.....	59
8.21	Governing Law, Jurisdiction, and Venue	60
8.22	Independent Contractor Status.....	60
8.23	Indemnification	61
8.24	General Provisions for all Insurance Coverage.....	61
8.25	Insurance Coverage	65
8.26	Liquidated Damages	67
8.27	Most Favored Public Entity.....	68
8.28	Nondiscrimination and Affirmative Action.....	69
8.29	Non-Exclusivity.....	70
8.30	Notice of Delays.....	70
8.31	Notice of Disputes	70
8.32	Notice to Employees Regarding the Federal Earned Income Credit	70
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law.....	71
8.34	Notices.....	71
8.35	Prohibition Against Inducement or Persuasion	71
8.36	Public Records Act.....	71
8.37	Publicity	72
8.38	Record Retention and Inspection-Audit Settlement	72
8.39	Recycled Bond Paper.....	73
8.40	Subcontracting	74
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	75
8.42	Termination for Convenience	75
8.43	Termination for Default.....	75
8.44	Termination for Improper Consideration	77
8.45	Termination for Insolvency	77
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	78
8.47	Termination for Non-Appropriation of Funds.....	78
8.48	Validity	78
8.49	Waiver.....	78
8.50	Warranty Against Contingent Fees.....	79
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	79
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	79

**APPENDIX A
MASTER AGREEMENT
TABLE OF CONTENTS**

SECTION	TITLE	PAGE
	8.53 Time Off for Voting	80
	8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	80
	8.55 Compliance with Fair Chance Employment Hiring Practices.....	80
	8.56 Compliance with the County Policy of Equity	80
	8.57 Prohibition from Participation in Future Solicitation(s).....	81
	8.58 Injury & Illness Prevention Program (IIPP)	112
9.0	UNIQUE TERMS AND CONDITIONS	81
	9.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76).....	81
	9.2 Child/Elder Abuse/Fraud Reporting	82
	9.3 Collective Bargaining Contract	82
	9.4 Compliance with Auditor Controller Contract Accounting and Administration Handbook	83
	9.5 Contractor's Charitable Activities Compliance	83
	9.6 Data Destruction	83
	9.7 Local Small Business Enterprise (LSBE) Preference Program	84
	9.8 Social Enterprise (SE) Preference Program	85
	9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program	86
	9.10 Fiscal Accountability	87
	9.11 Government Observations.....	87
	9.12 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")	87
	9.13 Ownership of Data/Materials/Equipment/Software and Copyright.....	88
	9.14 Patent, Copyright and Trade Secret Indemnification.....	89
	9.15 Rules and Regulations	90
	9.16 Shredding of Documents.....	90
	9.17 Privacy and Security Agreement (PSA).....	90

Standard Exhibits:

- Exhibit A - Statement of Work
- Exhibit B - Technical Exhibits
- Exhibit C - Contractor's Sample Budget
- Exhibit D - Contractor's EEO Certification
- Exhibit E - County's Administration
- Exhibit F - Contractor's Administration
- Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit H - Safely Surrendered Baby Law
- Exhibit I - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit J - Charitable Contributions Certification
- Exhibit K - Background and Resources: California Charities Regulation
- Exhibit L - Sample Monthly Invoices
- Exhibit M - Criminal Conviction Information Notice and Certification
- Exhibit N - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- Exhibit O - Nepotism Policy Statement of Understanding
- Exhibit P - Complaint of Discriminatory Treatment
Department of Public Social Services American with Disabilities Act (ADA) Complaint Form
Civil Rights Training Report, ADA Title II Training Report, Civil Rights Complaint Flowchart Contractor Process

- Exhibit Q - Contractor's Non-Discrimination In-Service Statement
- Exhibit R - Contractor's Certification of Office Location
- Exhibit S - Contractor Case Managers and Business Services Specialists
Minimum Mandatory Requirements and College Degrees
Acceptance
- Exhibit T - California Department of Social Services (CDSS) 2019
Privacy and Security Agreement
- Exhibit U - Department of Health Care Services (DHCS) 2019 Medi- Cal
Privacy and Security Agreement
- Exhibit V - Electronic Information Exchange Security Requirements and
Procedures for State and Local Agencies Exchanging
Electronic Information with the SSA (TSSR)
- Exhibit W - Information Security and Privacy Requirements Exhibit
- Exhibit X - Certification of Compliance Declaration

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
(CONTRACTOR)
FOR
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____ 20____ by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor", to provide Refugee Employment and Acculturation Services.

RECITALS

WHEREAS, the County may contract with private businesses for Refugee Employment and Acculturation Services (REAS) when certain requirements are met; and

WHEREAS, the Contractor is a private firm desiring to participate in said program and is qualified by reason of experience, preparation, organization staffing and facilities to provide REAS to refugees who are aided under California Work Opportunities and Responsibility to Kids (CalWORKs), Refugee Cash Assistance (RCA), and General Relief (GR); non-citizens who are victims of human trafficking, domestic violence and other serious crimes in accordance with the Trafficking and Crime Victims Assistance Program (TCVAP) and refugees who are not aided through a public assistance program as set forth hereunder; and

WHEREAS, the County has a need for REAS in the County of Los Angeles, has determined that it is legal, feasible, and cost-effective to contract with Contractor for REAS; and

WHEREAS, this Master Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T, U, V, W, and X, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving

precedence first to the terms and conditions of the Master Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A - Statement of Work
- Exhibit B - Technical Exhibits
- Exhibit C - Contractor's Sample Budget
- Exhibit D - Contractor's EEO Certification
- Exhibit E - County's Administration
- Exhibit F - Contractor's Administration
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- Exhibit G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
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- Exhibit S - Contractor Case Managers and Business Services Specialists Minimum Mandatory Requirements and College Degrees Acceptance
- Exhibit T - California Department of Social Services (CDSS) 2019 Privacy and Security Agreement
- Exhibit U - Department of Health Care Services (DHCS) 2019 Medi-Cal Privacy and Security Agreement
- Exhibit V - Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)
- Exhibit W - Information Security and Privacy Requirements Exhibit
- Exhibit X - Certification of Compliance Declaration

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Subsection 8.1, Amendments and Change Notices, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Active Case/Active Participant – Participant in a register status for at least one day in the report month.

2.2 Actual Costs – Amounts determined on the basis of costs incurred, as distinguished from forecasted costs. Actual costs include standard costs properly adjusted for applicable variances.

- 2.3 Advance Issuance** – Supportive services issuances that participants are entitled to receive prior to the start of their assigned Refugee Employment Program (REP) component. It must be issued in advance to prevent the participants from using personal funds to finance transportation, childcare, and/or ancillary expenses.
- 2.4 Amerasians** – Persons of American and Asian descent, especially one whose mother is Asian and whose father is American. Amerasian traditionally, refers to children from Vietnam.
- 2.5 Ancillary/Work-Related Expense** – The cost of items and services necessary for participation in a REP activity or to accept/retain employment.
- 2.6 Appeals and State Hearing (ASH)** – ASH is responsible for reviewing the appropriateness of the County's action or inaction. When a recipient or participant files for a State Hearing, they become known to ASH as a "claimant."
- 2.7 Assembly Bill 79 (AB 79)** – With the passage of the bill, the Welfare-to-Work (WtW) 24-Month Time Clock (MTC) and the CalWORKs federal Standards ended on April 30, 2022. As a result, effective May 1, 2022, the CalWORKs Minimum Standards is the only hourly participation requirements for a participant throughout their time on aid and is referred to as the "CalWORKs Hourly Participation Requirements." Designation of core and non-core activities will no longer apply, and participants are allowed to choose and participate in any WtW activities for the duration of their time on aid. In addition, AB 79 extends the CalWORKs 48-MTC to a 60-MTC and eliminates all language and regulations pertaining to the WtW 24-MTC.
- 2.8 "Assist in the Administration of the Program"** - Performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting Personal Identifiable Information (PII) for such purposes, to the extent such activities are authorized by law.
- 2.9 "Assist in the Administration of the Medi-Cal Program"** - Performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII or PII for such purposes, to the extent such activities are authorized by law.
- 2.10 Asylees** – Individuals, who, on their own, travel to the United States (U.S.), apply for and receive a grant of asylum. These individuals do not enter the U.S. as refugees. They may enter as students, tourists, businessmen or without documentation. Once they are in the U.S., or at a land border or port of entry, they apply to the United States Citizenship and Immigration Services (USCIS) for asylum, a status that will acknowledge that they meet the definition of a refugee and that will allow them to remain in the U.S.

Individuals granted asylums are eligible for Office of Refugee Resettlement (ORR) assistance and services.

- 2.11 Asylum** – The protection granted by a nation to a person who cannot return to their home country for fear of persecution.
- 2.12 Auditor-Controller (A-C)** – The County of Los Angeles Department designated to receive payment authorization(s) and issue checks. The A-C also performs County audit functions.
- 2.13 Barriers** – Personal or other problems/issues that interfere with participation, employment, job search and/or retention.
- 2.14 Baseline** – A standard of comparison, in which a specific program measure is compared to an annual program measure. The Baseline for the initial start date of a program is the month prior to contract execution and has a County fiscal year (FY) end date. Every subsequent Baseline period will include a start date (the month following the previous FY Baseline end date) and will have an end date of June 30th every County FY after.
- 2.15 Board of Supervisors (Board)** – The governing body of the County of Los Angeles.
- 2.16 Breach** - Actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII or PII, whether electronic, paper, verbal, or recorded.
- 2.17 Budget** – The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
 - a) **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
 - b) **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
 - c) **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.
- 2.18 Business Days** – Monday through Friday, excluding County observed holidays.
- 2.19 Business Services Specialist (BSS)** – Contracted and County Greater Avenues for Independence (GAIN) Service Workers (GSWs)/Refugee Case

Managers (RCMs) (previously referred to as Job Developers) who assist GAIN/REP participants in finding employment by networking with local businesses to locate employment and refer GAIN/REP participants to employers with job openings that match their qualifications as well as disseminating job opening information to County/Contracted GAIN/REP case management staff.

- 2.20 CalFresh Only Refugees** – Refugees that are receiving CalFresh only. CalFresh is the new term of the Food Stamp program in California. CalFresh is a program established to improve the nutrition of people in low-income households. It does that by increasing their food-buying power, so they are able to purchase the amount of food their household needs. Refugees are eligible for CalFresh benefits once they meet certain income qualifications.
- 2.21 California Automated Consortium Eligibility System (CalACES)** - A consolidation of the eligibility and case management system utilized by Los Angeles County, LEADER Replacement System, and the system utilized by 39 other California counties, Consortium IV (C-IV). The migrated system is known as CalACES and, once the 40 counties migrate to the expanded platform, it will support approximately 40,000 users and serve over eight million Californians to continue to provide eligibility determination, benefit computation, benefit distribution, case management, and reporting for many local/State/federal welfare programs.
- 2.22 California Statewide Automated Welfare System (CalSAWS)** - A fully integrated system for the online administration and management of welfare programs in Los Angeles County. The system tracks START and GAIN participant's activities, authorize payments, generate reports, maintain inventories of available resources, and provide program monitoring data.
- 2.23 CalSAWS Project** - A statewide project for automation of county welfare business processes in California. The project currently includes three county-level consortia welfare systems and a state-level database to track California Work Opportunity and Responsibility to Kids/Temporary Assistance for Needy Families (CalWORKs/TANF) time on aid. The three county-level consortia welfare systems currently included in the project are: CalWORKs Information Network (CalWIN), C-IV, and LEADER Replacement System. A long-term goal is to consolidate all eligibility and case management systems for all 58 California counties, to transition into a single CalSAWS project.
- 2.24 California Work Opportunity and Responsibility to Kids (CalWORKs)**
– The program funded by the State to provide temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size.

- 2.25 CalWORKs and GAIN Program Division (CGPD)** – The Division within the Department of Public Social Services (DPSS) assigned the responsibility for administration of the GAIN Program and the REP. This Division may also provide technical assistance to Contractors, when necessary, to ensure that GAIN/CalWORKs program requirements are met.
- 2.26 CalSAWS Imaging Solution (CIS)** – System that enables the transition from a paper case environment to an electronic process. CIS reduces inconsistencies, and assists in the creation, filing, retrieval, preservation and disposition of electronic documents. Documents placed in CIS are stored in a secure repository and can be easily accessed and retrieved by authorized staff.
- 2.27 Caseload** – The number of cases assigned to a Contractor.
- 2.28 Case Management Services** – The coordination of services and activities in a linguistic and culturally appropriate manner, including but not limited to assessing the participant's employability and need for specialized supportive services; tracking and evaluating the participant's attendance and progress in work activities; identifying and authorizing transportation and education/work-related payments; making child care referrals; making a recommendation of cause for failure to participate; referring the participant to community resources for work activities; counseling/resolving problems; assisting in accessing community resources; documenting in the physical and electronic case file, and completing other required documents.
- 2.29 Cause Determination** – An investigation of good cause when a participant fails or refuses to meet program requirements.
- 2.30 CDSS** - California Department of Social Services (CDSS).
- 2.31 Civil Rights Section (CRS)** – The section within DPSS assigned the responsibility for investigating alleged complaints of discriminatory treatment. This section will investigate all complaints against the Contractor's Case Management and Training staff.
- 2.32 Compliance Plan** – A written plan developed during the Cause Determination interview to correct the instance of non-compliance.
- 2.33 Contract** – The agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work included in the Statement of Work, Exhibit A.
- 2.34 Contract Close-out Report** – The last income statement report (final fiscal close-out report), to be submitted in the form and manner designated by the County Contract Administrator, with a deadline to be announced for the

REP Program, including the reporting of expenses and accruals through the end of the contract term.

- 2.35 Contract Discrepancy Report (CDR)** – The report that is issued when the performance of the Contractor is unacceptable, Contractor failed to adhere to the Contract Terms and Conditions, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the Acceptable Quality Level.
- 2.36 Contract Administration and Monitoring (CAM) Division:** The division responsible for the monitoring and maintenance of contracts and Memoranda of Understanding after they have been executed by the Director of DPSS.
- 2.37 Contract Development Division (CDD):** The division responsible for the development of solicitations, contracts, Memoranda of Understanding, non-financial agreements, and amendments.
- 2.38 Contractor** – The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.39 Contractor Contract Manager** – The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.40 Contractor Staff** - Employees of the contractor, subcontractors, vendors and agents performing any functions for the Contractor that require access to and/or use of Medi-Cal PII or PII and that are authorized by the Contractor to access and use Medi-Cal PII or PII.
- 2.41 County** – The County of Los Angeles, a body corporate and politic, and political subdivision of the State of California, and where appropriate herein, “County” refer to the Board, the governing body of the County, or any duly authorized management representative as herein defined.
- 2.42 County Contract Administrator (CCA)** - Persons with responsibility to oversee the day-to-day administration and activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, invoices, and other work provided by the Contractor.
- 2.43 County Contract Director (CCD)** - Person designated by the County with authority for the County on contractual or administrative matters relating to this contract that cannot be resolved by the CCA.
- 2.44 County’s Contract Program Manager (CCPM)** - Person with the responsibility to provide direction to the Contractor in areas of County Policy and program requirements, and the responsibility for the inspection of any

and all tasks, deliverables, goods, services, invoices or other work provided by or on behalf of the Contractor.

2.45 County Contract Program Monitor (CPM) - Person with the responsibility to oversee the day-to-day activities of this Contract. Responsibility for the inspection of any and all tasks, deliverables, good, services and other work provide by or on behalf of the Contractor.

2.46 County Refugee Coordinator – Person responsible for planning, coordinating and overseeing the delivery of public social services in the County to assist refugees in becoming economically self-sufficient. The County Refugee Coordinator manages Refugee Support Services and the Office of Refugee Resettlement (ORR) Discretionary grant funds allocated to counties by the Refugee Program Bureau.

2.47 Cuban-Haitian Entrants – As defined by the ORR are:

- a) Any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided; and
- b) Any other national of Cuba or Haiti
 - 1) Who:
 - (i) Was paroled into the U.S. and has not acquired any other status under the Immigration and Nationality Act;
 - (ii) Is the subject of exclusion or deportation proceedings under the Immigration and Nationality Act; or
 - (iii) Has an application for asylum pending with the Immigration and Naturalization Service; and
 - 2) With respect to whom a final, non-appealable, and legally enforceable order of deportation or exclusion has not been entered.

2.48 Date of Entry – The date (as posted on the I-94 arrival record) in which refugees are eligible to begin receiving ORR services. In regard to asylees, it represents the date in which asylum was granted and the month in which they can receive ORR services.

2.49 Day(s) – Calendar Day(s) unless otherwise specified.

- 2.50 Department of Health Care Services (DHCS):** DHCS is the core of California's health care safety net, providing millions of low-income and disabled Californians with access to affordable, integrated, high-quality health care, including medical, dental, mental health, substance use treatment services and long-term care.
- 2.51 Department of Public Social Services (DPSS) –** The County of Los Angeles department responsible for providing social and financial services to eligible persons in the County of Los Angeles.
- 2.52 Deregistration –** The closure of a case on CalSAWS or current system. It may occur manually or automatically.
- 2.53 Director –** The Director of DPSS, County of Los Angeles, or her designee.
- 2.54 Educational Services –** Academic or vocational training components and/or activities that enhance the existing marketable skills of the REP participant. These program components/activities will lead to gainful employment.
- 2.55 Employment Authorization Documents –** Documents that establish identity and employment eligibility. The I-94 document with a refugee or asylee stamp is considered an unexpired employment authorization document.
- 2.56 Employment Placement Rate –** The ratio of the job placement count to the REP caseload in any defined period.
- 2.57 Employment Placement Count –** The sum of all REP registered participants who are placed in employment in a given month. Placement occurs when either of the following two things happens:
- a) A REP registered participant enters full-time or part-time employment with a new employer during the month and is entered into CalSAWS. For federal reporting purposes, a participant is counted only once during the report period.
 - b) A newly REP referred Participant who is employed due to the attainment of unsubsidized employment is entered into the current Computer System. Neither subsidized employment nor a grant-diversion community service assignment will be counted as a placement.
- 2.58 Employment Services –** Job-related components and/or activities that promote and enhance job seeking/interview skills designed to aid REP participants in attaining gainful employment, as well as job retention.

- 2.59 Exemption** – A condition or circumstance which temporarily excludes a participant from participating in a WtW activity for as long as the condition or circumstance continues to exist. The exemption is subject to periodic review.
- 2.60 Family Appraisal & Family Self-Sufficiency Plan** – A strength-based conversation between a Contractor Refugee Case Manager and a REP participant to discuss the strengths and human services needs of the participant's family.
- 2.61 Family Appraisal Tool** – A tool designed to support a strength-based, family-focused, participant-guided, and open-ended conversation with all REP participants/families.
- 2.62 Family-focused** – An approach that allows the human services professional to provide services to all family members.
- 2.63 Family Stabilization (FS) Program** – A CalWORKs WtW activity established by the State under Assembly Bill 74 to assist CalWORKs participants who are experiencing an identified barrier that is destabilizing their family and interfering with their participant in WtW activities.
- 2.64 FY** – The 12-month period beginning July 1st and ending the following June 30th.
- 2.65 Full-Time Employment** – Employment of at least 32 hours per week for a single head of household and 35 hours a week for a two-parent household, in a job for a salary which would at least equate to the federal minimum wage, or to the State minimum wage, whichever is higher.
- 2.66 GAIN Program Handbook** – A document which details the policies and procedures for delivering case management services to County of Los Angeles CalWORKs participants. The content reflects State and federal laws and regulations, and subsequent updates.
- 2.67 GAIN Services Worker (GSW)** – The employee of DPSS GAIN Line Operations who directly provides case management to GAIN program participants.
- 2.68 General Relief (GR)** – The County-funded program that provides temporary cash aid to indigent adults and certain sponsored legal immigrant families who are ineligible for federal or State programs.
- 2.69 Good Cause** – An approved good reason, as defined by the County, for a participant who has failed or refused to participate or was non-responsive in a REP activity. A number of good cause reasons can excuse an individual from participating in REP for a defined period of time.

- 2.70 GAIN** – The DPSS WtW program which focuses on education and training for welfare families to prepare them for job readiness.
- 2.71 Issuance Review Team/County Issuance Approval (CIA) Team** – County staff that approves transportation and ancillary requests for contracted offices.
- 2.72 Job Club/Job Search (JCL/JSR)** – Activities performed by the REP participants, utilizing resource areas, to develop job leads and schedule interviews, network with potential employers, work with BSS to obtain referrals and expand Job Search activities.
- 2.73 Joint Venture** – A business agreement in which different parties come together for mutual benefit and pool their resources to accomplish a specific task or set of tasks, usually for a predefined amount of time. For the REAS contract, the mutual benefit would be the expanded access to service providers or trained staff, office locations, and program expertise.
- 2.74 Job Services** – Job skills workshops that focus on job-seeking interview skills, activities designed to promote motivation, self-esteem and job search.
- 2.75 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.76 Matching Grant Program** – A program administered by the ORR and is an alternative program to public assistance designed to assist refugees attain self-sufficiency within four months from the date of entry into the U.S. The program is funded on a calendar-year basis. Eligible grantees are Resettlement Agencies able to coordinate comprehensive multilingual, multicultural services for refugees at local sites among other requirements. Clients eligible to be served under this program are refugees, certain Amerasian, Cuban, and Haitian entrants, asylees and victims of a severe form of trafficking. Enrollment must be completed within 31 days of eligibility for the program.
- 2.77 Maximum Annual Contract Sum** - The total monetary amount that would be payable by the County to the Contractor in any Contract year for providing the required services under this Contract, as specifically set forth in Exhibit C, Contractor's Budget.
- 2.78 Maximum Contract Sum** - The total monetary amount that would be payable by the County to the Contractor for providing the required services under this Contract for the entire term of this Contract, including all extension options, as specifically set forth in Exhibit C, Contractor's Budget.

- 2.79 Medi-Cal Personally Identifiable Information (PII)** - Information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
- 2.80 Monitoring Discrepancies** – Results of Contract monitoring substantiating the Contractor failed to meet the minimum standard for one or more Performance Requirements listed on the Performance Requirements Summary (PRS).
- 2.81 Monthly Management Report (MMR)** – The report that the Contractor will provide to the County monthly to apprise the County of implementation progress, program accomplishments, and statistical data, consistent with the Specific Task requirements detailed in the Statement of Work (SOW), Subsection 3.36.2.
- 2.82 Mutual Assistance Associations (MAAs)** – Community-based organizations, comprised of refugees, for the specific purpose of providing assistance to other refugees. The MAAs provide services such as English language training, youth development, employment counseling, social adjustment services, cultural preservation and information, referral services, and address unique cultural needs of that community. These organizations provide a vital link to avenues of assistance for refugees.
- 2.83 Nepotism** – Favoritism shown to close relatives and closely related employees, which include their father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half-brother, half-sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners, unregistered domestic partners (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee).
- 2.84 Non-Aided Refugees** – Refugees who are not receiving any County cash, medical and/or nutrition assistance.
- 2.85 Non-Citizen** – Individual who is not a citizen or national of the U.S.

2.86 Non-Citizens victims of a serious crime – Individuals who:

- a) Have suffered substantial physical or mental abuse as a result of having been victims of criminal activity involving, or similar to, the following violations: rape; torture; trafficking; incest; domestic violence; sexual assault; abusive sexual contact; prostitution; sexual exploitation; female genital mutilation; being held hostage; peonage; involuntary servitude; slave trade; kidnapping; abduction; unlawful criminal restraint; false imprisonment; blackmail; extortion; manslaughter; murder; felonious assault; witness tampering; obstruction of justice; perjury or attempt; conspiracy or solicitation to commit any of the above mentioned crimes;
- b) Possess information concerning criminal activity (or in the case of a non-citizen child under the age of 16, the parent, guardian, or adult representing the child); and
- c) Have been helpful, are being helpful, or are likely to be helpful to a federal, State, or local law enforcement official, prosecutor, or judge or the other federal, State, or local authorities investigating or prosecuting criminal activities described above (or in the case of a non-citizen child under the age of 16, the parent, guardian, or adult representative of the non-citizen is helpful).

2.87 Notice of Action – A written notice sent to participants when there is an approval, change or denial of request for services.

2.88 Office of Refugee Resettlement (ORR) – Advises the Secretary of the U.S. Department of Health and Human Services (DHHS) through the Assistant Secretary for Children and Families on matters relating to refugee resettlement, immigration, and repatriation. ORR plans, develops, and directs implementation of a comprehensive program for domestic refugee and entrant resettlement assistance. It develops, recommends, and issues program policies, procedures and interpretations to provide program direction. ORR monitors and evaluates the performance of states and other public and private agencies in administering these programs and supports actions to improve them. It provides leadership and direction in the development and coordination of national public and private programs that provide assistance to refugees, entrants, unaccompanied non-citizen minors, and other immigrants.

2.89 Participant – A person who receives REP benefits and services, (i.e., a client).

2.90 Part-Time Employment – Employment of less than 32 hours per week for a single head of household and under 35 hours a week for a two-parent household, in a job for wages which would at least equate to the federal minimum wage, or to the State minimum wage, whichever is higher.

- 2.91 Participant-Guided** – A holistic approach that allows the participant and/or family member the opportunity to express their feelings, ideas, and concerns regarding their experience since arriving in the country, and their expectations for striving for self-sufficiency, to the RCM without judgment.
- 2.92 Performance Outcome Measure** – The outcomes that are used to measure Contract performance. Performance Outcome Measures are the intended results that will occur from carrying out the program/activity that is being contracted (e.g., participants placed in sustained employment).
- 2.93 Performance Requirements Summary (PRS)** – A document furnished by the County that identifies and summarizes elements of this Contract that the County will be evaluating to ensure that Contractor performance standards are met by the Contractor.
- 2.94 Post Employment Services (PES) Job Retention Services** – Services designed to help participants stay employed and attain a better job with wages which enable self-sufficiency from CalWORKs/public assistance dependency. The goal is to provide participants with the information, resources, and tools to retain unsubsidized employment; improve career potential; and to achieve economic self-sufficiency at a living wage prior to exhausting their 60-month lifetime limit.
- 2.95 Post Time-Limited Services (PTL)** – Employment-related services received during the 12 months following the CalWORKs participant reaching their 60-month lifetime limit.
- 2.96 Public Contact Staff** – Any staff whose position requires him/her to communicate with the public (such as refugees, asylees, and program participants) during the course of their assigned function.
- 2.97 Quality Assurance Plan** – All necessary measures taken by the County to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.98 Quality Control Plan** – All necessary measures taken by the Contractor to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.99 Random Sample** – A standardized method devised by the County for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor the Contractor's performance in providing the required services.

- 2.100 Refugee** – Primarily defined as any person who is outside any country of such person's nationality or, in the case of a person having no nationality, is outside any country in which such person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion. Unless otherwise noted, for purposes of this contract, the term "refugee" includes refugee, asylee, Cuban/Haitian entrants, Amerasians from Vietnam, victims of a severe form of human trafficking and specified members of trafficking victims, Special Immigrant Visa (SIV) Holders from Afghanistan and Iraq, and as State/federally determined, certain humanitarian parolees and other non-citizens.
- 2.101 Refugee Case Manager (RCM)** – Contractor staff responsible for case management of refugee participants facilitating their move toward employment and self-sufficiency via REP.
- 2.102 Refugee Cash Assistance (RCA)** – Provides cash assistance benefits to needy refugees, without financial resources, for a maximum of 12 months following arrival in the U.S. This refugee assistance, if needed, is paid entirely from federal funds through ORR.
- 2.103 Refugee Employment Program (REP)** - An employment services program for eligible refugees, designed to help refugee participants who are aided through public assistance, as well as some non-aided refugee participants. The goal is to assist in finding employment that will ultimately lead to self-sufficiency. REP services, which include community outreach, case management, employment, training, and placement services are offered to refugees who have been in the U.S. less than five years. REP services assist refugee participants in adjusting and adapting to the American workplace, learning English, securing employment, and ultimately achieving self-sufficiency to avoid dependence on welfare. REP services are currently provided via the REAS contract.
- 2.104 Refugee Employment and Acculturation Services (REAS)** – Provides outreach, case management, employment, training, and placement services to refugees in the U.S. less than five years (excluding any federal waivers), and asylees, to adjust and adapt to the American workplace, learn English, find employment, and ultimately achieve self-sufficiency to end their dependence on welfare. In addition, REAS provides acculturation services to help participants within the initial adjustment period after arriving in the U.S., and supportive services to help them overcome barriers to attaining gainful employment.
- 2.105 Refugee Program Bureau (RPB)** – Is under the direction of the Childcare and Refugee Programs Branch, WtW Division of the CDSS. The RPB has

responsibility for managing and coordinating the delivery of benefits and services to the refugee and entrant populations in California. The RPB administers the Refugee Resettlement Program (RRP) and the Cuban/Haitian Entrant Program within the pertinent Federal Guidelines and funding constraints and the State Plan.

2.106 Refugee Support Services (RSS) - Services to help refugees and asylees become self-sufficient. ORR provides RSS funding to the State, and the State will determine distribution of funds to counties. Services address refugees and asylees' employment barriers, such as social adjustment, interpretation and translation, and citizenship and naturalization, to become self-sufficient. In addition to refugees and asylees, Cuban/Haitian entrants, Amerasians from Vietnam, victims of a severe form of human trafficking and specified members of trafficking victims, and SIV Holders from Afghanistan and Iraq are eligible for RSS.

2.107 Resettlement Agencies (RAs) – Agencies that provide resettlement assistance and are initially the sponsor of a refugee entering the U.S. There are nine major RAs which contract with the U.S. Department of State to provide services such as reception, basic orientation, counseling, food, shelter, and health services to refugees. The RAs act as referral sources to the appropriate local agencies for employment and English language training.

2.108 Resource and Referral Agency (R&R) – An Agency that a Contractor uses to refer participants to licensed childcare providers.

2.109 Sample Size – The number of units or services to be checked in a given time period.

2.110 Sanction – A penalty consisting of a reduction in the family's grant by removing a non-complying participant from the assistance unit (AU) for a period of time. The term "sanction" applies when a participant fails or refuses, without good cause, to participate in a mandated activity associated with CalWORKs and RCA requirements.

2.111 Secure Areas - Any area where:

- a) Contractor staff assist in the administration of their program;
- b) Contractor staff use or disclose Medi-Cal PII or PII; or
- c) Medi-Cal PII or PII is stored in paper or electronic format.

2.112 Security Incident - Attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII or PII, or interference with system operations in an information system which processes Medi-Cal PII or PII that is under the control of the County or County's Statewide

Automated Welfare System (SAWS) Consortium, or under the control of a Contractor, subcontractor, or vendor of the Contractor, on behalf of the County.

2.113 Self-Sufficiency - The level at which a participant has the skills and ability to be economically independent and has obtained a steady source of income that removes the need for public assistance.

2.114 Senate Bill 1232 (SB 1232) – Passage of the bill impacted CalWORKs WtW post-secondary education activity participation requirements and associated ancillary services. WtW participants enrolled in a publicly funded post-secondary education institution for full-time or part-time will: 1) be entitled to receive an advanced standard ancillary service payment for required books and college supplies; 2) not be required to participate in the initial job club/job search activity; and 3) receive three hours of study time for each academic unit enrolled for purposes of calculating WtW hourly requirements.

2.115 Served Participant - The participant that meets the County's established criteria for billing purposes.

2.116 Service Office - A site where the Contractor will provide services to participants as described in this Contract.

2.117 Services to Older Refugees (SOR) - A grant from ORR to provide refugees 60 years of age and older with Senior Networking and English as a Second Language Civic classes, naturalization and citizenship services, and access to mainstream senior services in the community to support independent living.

2.118 Social Security Administration - Provided or Verified Data (SSA data):

- a) Any information under the control of the SSA provided to CDSS/DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
- b) Any information provided to CDSS/DHCS, including a source other than SSA, but in which CDSS/DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g., SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

2.119 Special Immigrant Visa (SIV) Holder – Are as follows:

- a) Religious Worker;

- b) Panama Canal Company Employee, Canal Zone Government Employee, U.S. Government in the Canal Zone Employee;
- c) Physician;
- d) International Organization Employee or Family Member;
- e) Juvenile Court Dependent;
- f) Armed Forces Member;
- g) Afghanistan or Iraq national who supported the U.S. Armed Forces as a translator; and
- h) Iraq national who worked for or on behalf of the U.S. Government in Afghanistan.

2.120 Specialized Supportive Services (SSS) – Domestic Violence, Substance Use Disorder, and Mental Health Services, which are provided to CalWORKs participants in an effort to help them overcome employment barriers. The following services are available:

- a) Domestic Violence services include, but are not limited to, help with leaving an abusive household, emergency shelter, individual and group counseling, case management, developing healthy parent-children relationships, legal services (i.e., preparation of restraining orders, child custody, visitation, divorce, and child and spousal support, and immigration issues).
- b) Substance Use Disorder services include, but are not limited to, detoxification program, residential treatment, crisis intervention, individual or group and family counseling and case management.
- c) Mental Health services include, but are not limited to, help getting through a crisis, individual or group therapy, rehabilitation services, medication support and counseling, and case management.

2.121 Standard – A minimum requirement set by the County for the Contractor to perform a service or activity.

2.122 Statement of Work (SOW) – References Exhibit A, SOW to this Contract and Technical Exhibits included under this Contract. The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.123 Strength-Based – An approach to working with families, in which RCM will place the primary focus on the positive family assets disclosed in the family

assessment and affirm those favorable resources that may address the barriers within the family household.

2.124 Subsidized Employment – Employment in which the WtW participant's employer is partially or wholly reimbursed for wages and/or training costs.

2.125 Supportive Services – Includes transportation, childcare and work/training related costs, e.g., tools, books, school fees, uniforms, and work clothing. participants must be participating in GAIN to qualify.

2.126 Telephonic Signature - Method used to capture a customer's verbal consent over the telephone via recorded voice for a document that may or may not require a wet signature. The recording is converted into an audio file that is uploaded into CIS.

2.127 Temporary Assistance for Needy Families (TANF) – The name of the federal welfare reform program to provide time-limited assistance to needy families and assist them to transition from WtW.

2.128 Transition Period – The period before the expiration of the current Contract and the beginning of any future contract. The transition period will be used to transfer current REP cases to the new Contractor and to provide training to Contractor's staff.

2.129 Unspent Funds – Any funds received by a Contractor more than actual costs each FY.

2.130 Unsubsidized Employment – Employment in which the WtW participant's employer is not partially or wholly reimbursed for wages and/or training costs.

2.131 Victim of a Severe Form of Trafficking – Are as follows:

- a) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- b) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, using force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

2.132 Vocational Assessor – Evaluates participant's vocational aptitudes, skills, educational level, employment interests, goals and Vocational Assessment (VOC ASM) test results and local labor market information to develop the individualized employment plan.

2.133 Wage Rate – The average initial (entry level) hourly wage paid for all participants who enter employment.

2.134 Welfare-to-Work (WtW) – The employment services and training aspect of CalWORKs. Under REP, refugees receive work-related services as part of WtW.

2.135 WtW Plan – A plan developed with the participant-based assessment in mind. The plan includes specific activity assignments, the hours of participation and services required that will move the participant into unsubsidized employment. Approved work activities include unsubsidized employment, on-the-job training, job search, and job readiness assistance, work experience, vocational training, community service, mental health, substance use disorder and domestic violence treatment service, and educational and job skills training directly related to employment.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor will fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

3.3 Contractor will establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this contract.

3.4 County procedures for issuing and executing Service Requisitions are as set forth in this Paragraph. Upon determination by County to issue a Request for Service solicitation, County will issue a Request for Service solicitation containing a SOW to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the County address within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Service Requisition.

3.5 Upon completion of evaluations, County will execute the Service Requisition by and through the Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Request for Service solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Service Requisitions are awarded to some Master Agreement Qualified Contractors. Service Requisitions are usually issued

for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Service Requisitions for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Service Requisition is only extended through the end of the fiscal year, County may either rebid the Service Requisition tasks or extend the Service Requisition if technical or cost circumstances require it.

- 3.6** County estimates that selection of any Contractor will occur within five business days of completion of the evaluations of the Request for Service bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Service Requisition. The inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Service Requisition as determined in the sole discretion of County's Project Director.
- 3.7** In the event Contractor defaults three times under Subsection 3.6 within a given County FY, then County may terminate this Master Agreement pursuant to Subsection 8.43 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1** This Master Agreement is effective upon the date of its execution by Director, or their designee as authorized by the Board. This Master Agreement will expire on October 31, 2027, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** The County will have the sole option to extend this Master Agreement term for up to two additional one-year periods, for a maximum total Master Agreement term of five years. This option may be exercised at the sole discretion of the Director of DPSS, or their designee, as authorized by the Board.
- 4.3** The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.4** The Contractor must notify DPSS when this Master Agreement is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to DPSS at the address herein provided in Exhibit E - County's Administration.
- 4.5** The Contractor will allow the County or newly selected Contractor a 30-calendar day transition period, prior to the expiration of this Master Agreement, for orientation purposes and the orderly transition of the Contractor's current operation without additional costs to the County. A shorter time period may be determined by the County at its discretion. The

Contractor will continue to process work timely/accurately so that the operation is current at expiration of the Contract. If the Contractor fails to adhere to the above work and standards, the County will have the right to withhold 50% to 100% of the last two months' payments as liquidated damages.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Service Requisitions. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to DPSS at the address herein provided in Exhibit E, County's Administration.

5.4 No Payment for Services Provided Following Expiration-Termination of Master Agreement

The Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver

of the County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Master Agreement.

5.5 Invoices and Payments

- 5.5.1 Contractor will invoice the County electronically, using a mutually agreed upon format and/or software program, and with a hard copy of the invoice and supporting documentation, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Master Agreement. The Contractor's payments will be as provided in Exhibit C, Contractor's Budget, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve the work in writing no payment will be due to the Contractor for that work. Should the County implement a Contract Invoicing System for services under this Master Agreement, the Contractor will create and submit electronic invoices as instructed.
- 5.5.2 The Contractor's invoices will be priced in accordance with Exhibit C, Contractor's Budget.
- 5.5.3 Contractor will prepare and submit a monthly invoice for REAS services using Sample Contractor Monthly Invoice Format, Exhibit AA. Each invoice will be submitted in an original and one copy, along with the MMR and supporting documentation, to the CCA within 15 calendar days after the end of the month in which services were provided or payment may be delayed. Invoices will be sent to the CCA listed on Exhibit E.
- 5.5.4 The Contractor's invoices will contain the information set forth in Exhibit A, Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The Contractor's invoices and supporting documentation should list the information listed below:
 - a) Contractor name and address;
 - b) Master Agreement number;
 - c) Invoice number and date;
 - d) Start and end date of billing cycle;
 - e) Location/Facility name and address;

- f) Payment terms;
- g) Unit price extended and totaled;
- h) Quantity/hours delivered by location and date;
- i) Employee hours, beginning and end; and
- j) Employee name and identification.

- 5.5.5 Contractor will submit two copies of the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th falls on a weekend or holiday, the invoice will be due the next business day. The invoices will be sent to the CCA listed in Exhibit E.
- 5.5.6 Contractor will submit separate monthly invoices for SOR and FS/SB 1232 services due to different funding sources.
- 5.5.7 County may delay the last payment due hereunder until six months after the termination of the Master Agreement. The Contractor will be liable for payment within 30 days of written notice of any offset authorized by the Master Agreement not deducted from any payment made by the County to the Contractor.
- 5.5.8 Prior to receiving final payment hereunder, the Contractor will submit a signed, written release discharging the County, its officers, and employees, from all liabilities, obligations, and claims arising out of or under the Master Agreement, except for any claims specifically described in detail in such release.
- 5.5.9 County will not be liable for billings submitted one year or more after any services rendered under this Master Agreement.

5.6 County Approval of Invoices

- 5.6.1 All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.6.2 Contractor will be required to complete an electronic signature validation process in order to submit all invoices and back-up information electronically in the CIS. Prior to invoice submission, the CIS user must comply with the electronic signature procedure. The Contractor will also be required to submit a hard copy, original signature page of the monthly invoice for audit purposes.

5.7 Fund Reallocation

- 5.7.1 Contractor must advise the County in writing of any substantive deviations or reallocation of line-item costs from Contractor's Budget. Contractor may, with the County's written approval, reallocate funds among each of the major cost categories listed in Master Agreement, Exhibit C, Contractor's Budget, Standard Exhibit C to a maximum of 15% of each part, not to exceed the Master Agreement annual cost that was originally established at the start of this Master Agreement.
- 5.7.2 A request for the reallocation of funds will be limited to once per FY throughout the term of this Master Agreement.
- 5.7.3 Reallocation of funds by the Contractor by more than 15% between the major cost categories requires an amendment to this Master Agreement. In any event, such reallocations must not result in any increase in the Maximum Master Agreement Amount.

5.8 Performance Deductions

- 5.8.1 The Master Agreement will be monitored for compliance of the performance outcome measures as described in Exhibit B, Technical Exhibits, Technical Exhibit B-21. The financial deductions will only apply to noncompliance of the performance outcome measures. Deductions will be assessed based on the Contractor's cumulative performance for the entire FY and applied to the invoice that follows the end of the FY or any invoice thereafter.

The Contractor will be assessed financial deductions under the following provisions:

- 5.8.1.1 Should the Contractor's cumulative performance for the FY fall below the performance standards for one of the three Outcome Measures listed in Exhibit B, Technical Exhibits, Technical Exhibit B-21, the Contractor will receive a payment deduction equal to two percent of the total payment amount for the last quarter of the FY.
- 5.8.1.2 Should the Contractor's cumulative performance for the FY fall below the performance standards for two of the three Outcome Measures listed in Exhibit B, Technical Exhibits, Technical Exhibit B-21, the Contractor will receive a payment deduction equal to four percent of the total payment amount for the last quarter of the FY.
- 5.8.1.3 Should the Contractor's cumulative performance for the FY fall below the performance standards for three of the

three Outcome Measures listed in Exhibit B, Technical Exhibits, Technical Exhibit B-21, the Contractor will receive a payment deduction equal to six percent of the total payment amount for the last quarter of the FY.

- 5.8.2 The County, at its sole discretion, reserves the right to waive these deductions.

5.9 Revenue Disclosure

- 5.9.1 By execution of this Master Agreement and unless waived in writing by the CCA, Contractor certifies that it 1) has previously filed with DPSS a written statement listing all revenue received, or expected to be received by Contractor from all federal, State, City, or County sources, or other governmental agencies, and 2) applies, or will apply said revenue, to offset in whole or in part of any of the costs incurred by the Contractor in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of the Master Agreement. Such statement will reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.
- 5.9.2 During the term of this Master Agreement, the Contractor will prepare and file a statement with DPSS each time it receives funding from any governmental agency that is in addition to revenue already disclosed in the Contractor's original revenue disclosure statement. The Contractor must file such additional statement within 15 days following receipt of such additional funding with a revised Cost Allocation Plan. The County will not pay the Contractor for any services provided by the Contractor that are for purposes other than the REP or for services which are funded by other sources.
- 5.9.3 Failure of the Contractor to comply with the requirements of this Subsection will constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

5.10 Unspent Funds

- 5.10.1 To ensure that the Contractor fully utilizes County funds for contracted services, the Contractor will submit to DPSS CAM Division, an Expenditure Report no later than the 31st of July following the end of each FY, as stipulated in Paragraph 5.11.2, regardless of whether the Contractor has any unspent funds. At the end of each FY, all funds paid to the Contractor in excess of actual

costs, for the provision of REAS services that have been properly earned, including interest, are to be treated as unspent funds.

- 5.10.2 The unspent funds will be returned to the County within 20 business days of notification by the County of the amount due. The Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Master Agreement or applicable provisions. The Contractor will be responsible for tracking all Master Agreement payments and expenditures for the REP, including submission of the following:
- a) An Expenditure Report reflecting Master Agreement revenues versus expenditures which follows standard accounting practices per Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related Office of Management and Budget (OMB) Guidance, will be submitted to CAM by September 1st following the end of each FY and at the end of the contract term.
 - b) Upon request by the County, the Contractor will provide verification of expenditures within two business days of request, unless a different timeframe is agreed upon by both parties. The purpose of the Expenditure Report is to identify the amount of unspent funds.
- 5.10.3 All uses of funds paid to and expended by the Contractor, including the Expenditure Report, and other financial transactions related to the Contractor's provision of services under this Master Agreement are subject to review and/or audit by DPSS, the County's A-C or its designee.
- 5.10.4 Notwithstanding any other provision of this Contract, in addition to all other rights of the County to monitor the Contractor, the Contractor and the County agree that it is the intent of the parties that the County will have the right to audit any and all use of funds paid to and expended by the Contractor, in order to ensure that all funds are accounted for.
- 5.10.5 If the Contract terminates early for any reason (including, but are not limited to, assignment, delegation, acquisition, or merger), unspent funds will be repaid to the County within ten business days of the effective date of termination.

5.11 Local Small Business Enterprises (LSBE) – Prompt Payment Program

Certified LSBE will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice. LSBE's must adhere to the policies and procedures of the program to ensure prompt payment.

5.12 Contract Invoicing System

Should the County implement a Contract Invoicing System for services under this Master Agreement, the Contractor will create and submit electronic invoices as instructed.

5.13 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.13.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.
- 5.13.2 The Contractor will submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.13.4 At any time during the duration of the Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such a request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following paragraphs is designated in Exhibit E, County's Administration. The County will notify the Contractor in writing of any changes to the names or addresses shown.

6.2 County Contract Director (CCD)

County will designate one person who will have the authority to act as the CCD on all matters pertaining to this Master Agreement. Responsibilities of the CCD or alternate include:

- 6.2.1 Ensuring that the objectives of this Master Agreement are met;
- 6.2.2 Providing direction to the Contractor on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.3 below; and
- 6.2.3 Negotiating with County regarding changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments and Change Notices.

The CCD is not authorized to make changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.3 Supervising County Contract Administrator (SCCA)

County will designate one person who will have the authority to act as the SCCA on all matters pertaining to this Master Agreement. Responsibilities of the SCCA or alternate include:

- 6.3.1 Overseeing the overall management and coordination of the operations of this Master Agreement; and
- 6.3.2 Providing direction to the Contractor on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the CCA, who is described in Subsection 6.4 below.

The SCCA is not authorized to make changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.4 County Contract Administrator (CCA)

County will designate one person who will have the authority to act as the CCA on all matters pertaining to this Master Agreement. County will notify the Contractor in writing within five business days of any change in the name or address of the CCA. Responsibilities of the CCA or alternate include:

- 6.4.1 Overseeing the day-to-day administration of this Master Agreement;
- 6.4.2 Providing direction to the Contractor in the areas relating to the contract, information, invoicing, and procedural requirements; and
- 6.4.3 Meeting with the Contractor's Contract Manager, as needed.

The CCA is not authorized to make any changes to any of the standard terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.5 County Contract Program Manager (CCPM)

County will designate one person who will have the authority to act as the CCPM on all policy, program, and operational matters of the Master Agreement. The responsibilities of the CCPM or alternate include:

- 6.5.1 Providing direction to the Contractor in the areas of County policy and program requirements;
- 6.5.2 Ensuring all outcomes of the Master Agreement are met;
- 6.5.3 Evaluating any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- 6.5.4 Meeting with the Contractor's Contract Manager on a regular basis.

The CCPM is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.6 County Contract Program Monitor (CPM)

County will designate staff that will have the authority to act as CPM. Responsibilities of the CPM include:

- 6.6.1 Assisting the CCA in overseeing the day-to-day administration of this Master Agreement;
- 6.6.2 Monitoring and evaluating the Contractor's performance in providing appropriate benefits and services as specified in the Master Agreement; and

- 6.6.3 Monitoring the Contractor for contractual compliance and preparing monitoring reports for the Master Agreement.

The CPM reports to the CCA. The CPM is not authorized to make any changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.7 Compliance Review Staff

County will provide CPMs for the purpose of conducting the compliance review for REAS. State regulations mandate that County personnel evaluate the Contractor's recommendation and verify documentation in an effort to maintain program integrity.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor Administration

- 7.1.1 A listing of all the Contractor's Administration referenced in the following subsections is designated in Exhibit F, Contractor's Administration. The Contractor will notify the CCA in writing within two business days of any change in the name, address and telephone number of any of the Contractor's Authorized Officials designated in Exhibit F, Contractor's Administration.
- 7.1.2 The Contractor will notify the County, within two County business days, in writing of any change in the name, address and telephone number to the County Contract Manager or any of the Contractor's Authorized Officials designated in Exhibit F – Contractor's Administration.

7.2 Contractor's Authorized Official(s)

- 7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit F, Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Authorized Official(s).
- 7.2.2 Contractor's Authorized Official(s) and alternate/backup who will act as the primary liaison with DPSS and be responsible for overall management and coordination of this Master Agreement must have either: **Option 1):** a bachelor's degree in a field related to the provision of social services (e.g., social work, public administration, psychology, etc.) with two years' experience in the performance of case management services, or services substantially similar to the services required in this Contract, **OR Option 2):** a minimum of three years of experience in the performance of case management

services, or services substantially similar to the services required in this Master Agreement.

7.2.3 Contractor's Contract Manager or alternate/backup will be responsible for the Contractor's day-to-day activities as related to this Master Agreement and will coordinate with CCA on a regular basis.

7.2.4 The Contractor's Contract Manager and alternate/backup will be identified in writing prior to this Master Agreement award and at any time thereafter as change of Contractor's Contract Manager or alternate/backup is made. Specifically, the Contractor's Contract Manager, or their alternate/backup, will:

- a) Have full authority to act for the Contractor on all matters relating to the daily operation of this contract.
- b) Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays.
- c) Be able to read, write, speak, and understand English fluently.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but are not limited to, Contractor's Contract Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at the Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge, identifying employee by name and company. Such badge will be displayed on employees' person at all times he/she is on duty.

7.5 Background and Security Investigations

7.5.1 All Contractor staff performing work under this Master Agreement will undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The Contractor will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The background check will, at a minimum, meet the requirements of Subparagraphs 7.5.2, 7.5.3 and 7.5.4. The fees associated with obtaining the background information will be at the

expense of the Contractor, regardless of if the Contractor's staff passes or fails the background clearance investigation.

7.5.2 Contractor will be responsible for ensuring that Contractor staff working on this Master Agreement have no convictions for the following offenses:

- a) Blackmail;
- b) Bribery;
- c) Burglary;
- d) Crimes Against Children and Elders;
- e) Embezzlement, including theft of public funds;
- f) Extortion;
- g) Falsification of Financial Statements and/or Public Records;
- h) Forgery;
- i) Grand Theft;
- j) Mass Murder;
- k) Rape, including Sexual Battery;
- l) Robbery;
- m) Sale of Narcotics and/or Dangerous Drugs (includes intent to sell); and
- n) Welfare Fraud.

7.5.3 Contractor will verify the above by conducting background checks via Live Scan or another method which includes at a minimum the following searches:

- a) U.S. Criminal Records Search;
- b) County and/or Statewide Criminal Record Search;
- c) Federal Criminal Record Search;
- d) Driving Record Search; and
- e) Sex Offender Database Search.

If a method other than Live Scan is used, the background check will be conducted prior to working on this Master Agreement, upon promotion and no less frequently than every three years. Notwithstanding Section 7.5.2, above, Contractor staff must disclose *all* criminal convictions on Exhibit BB. If it is determined that any criminal convictions were not properly disclosed, County may request that Contractor's staff member be immediately removed from working under this Master Agreement.

- 7.5.4 Contractor staff working on this Master Agreement will complete and sign Exhibit BB, Criminal Conviction Information Notice and Certification prior to working on this Master Agreement, upon promotion and no less frequently than every three years.
- 7.5.5 If a member of the Contractor's staff does not pass the background investigation or is subsequently convicted of the crimes listed in Subparagraph 7.5.2, the County may request that the member of Contractor's staff be removed immediately from performing services under the Master Agreement. The Contractor will comply with the County's request at any time during the term of the Master Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation. The Contractor will notify the County immediately of convictions of Contractor staff working on this Master Agreement for any of the offences listed in Subparagraph 7.5.2.
- 7.5.6 County, in its sole discretion, may immediately deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.7 Disqualification of any member of the Contractor's staff pursuant to this Subsection 7.5 will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State or local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subsection 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

- 7.6.3 Contractor must inform all its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G-1.
- 7.6.5 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgement and Confidentiality Agreement," Exhibit G-2.
- 7.6.6 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgement and Confidentiality Agreement," Exhibit G-3.

By State law, including without limitation (W&IC, Section 10850 et seq. and 17006), all the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of DPSS so designated without written authorization from DPSS.

7.7 Cooperation with County Monitoring/County Oversight

- 7.7.1 Contractor will fully cooperate in assisting the County in its monitoring and oversight responsibilities. The County will make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, will give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.
- 7.7.2 Contractor will provide all case files (physical case records) requested by County monitors and will ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an “error” and will adversely affect the Contractor’s performance rates as measured in Exhibit A, Statement of Work, Subsection 11.7, Performance Requirement Summary Chart and described throughout in Exhibit A, Statement of Work. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a participant’s confidentiality.
- 7.7.3 Contractor must safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County’s User policies. The Contractor will follow County policies by sharing the user policy with its employees, obtaining signed User Agreements, and monitoring for compliance. Contractor must ensure that all Contractor staff no longer working under this Master Agreement have their County network access terminated within two days of termination of the staff employment by submitting the appropriate forms to the CCA.
- 7.7.4 To the extent that negotiables are provided to the Contractor by the County, the Contractor will maintain these negotiables in a secure area and keep accurate records on their issuance. The Contractor will be responsible for all negotiables that are not accounted for. At minimum, the face value of all unaccounted negotiables will be directly deducted from the Contractor’s monthly payment(s) for the next month(s).

7.8 Nepotism

- 7.8.1 Contractor will prevent Nepotism by ensuring that employees who are close relatives are not assigned within the same organization unit having the same immediate supervisor, nor will they be assigned to positions of interlocking trust in the handling of negotiable documents or control of security systems. Also, employees will not supervise, nor be supervised by, a closely related immediate supervisor or higher-level supervisor or manager. Any employee who is in the same organizational unit

having the same immediate supervisor with a close relative, or who is supervised by, or supervises a close relative, will fill out Master Agreement, Exhibit O, and report, in writing, that situation to CCA listed in Master Agreement Exhibit E within 15 days from start date of this Master Agreement.

- 7.8.2 For new hires, the Nepotism Policy Statement of Understanding, Contract, Exhibit O, will be completed during the hiring process. The original copy of this form will be kept in the employee's Personnel File. All Contractor employees are required to adhere to this policy.
- 7.8.3 County reserves the right to request that employees in a nepotism situation, or employees who fail to properly disclose a nepotism situation, be removed from performing services under this Master Agreement.

7.9 Other Contractor Personnel

- 7.9.1 Contractor will identify to the County, under sworn, written statement, all Contractor employees who are receiving public assistance. An updated statement will be submitted to the County within ten business days of hiring new staff. The Contractor will ensure that any employee receiving public assistance has met their reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 7.9.2 Contractor will remove within 24 hours, any Contractor employee performing services under this Master Agreement and ensuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County. Contractor will replace removed employee(s) within 20 business days of notification by the County. Beginning on the 21st workday, a comprehensive corrective action plan, fiscal penalty, or termination at the convenience of the County may be applied for failure to fill vacancies or replace unacceptable staff.
- 7.9.3 Contractor will furnish supervisory, administrative, and direct services personnel to accomplish all work required by this Master Agreement.

7.9.4 Contractor will provide bilingual, culturally sensitive staff for all public contract positions.

7.9.5 Contractor will have an active recruitment program that will ensure staff turnover is promptly addressed. All vacant positions are to be filled within 20 business days of the vacancy.

7.9.6 Required Positions

Contractor will be required to provide the following positions:

- a) Case Managers (equivalent to the County's GSWs). Note: Case Managers are to meet the minimum requirements listed in Exhibit HH.
- b) BSS (equivalent to the County's GSWs. BSSs are to focus on proactively finding job leads appropriate to the REP population. The BSS will also coordinate with community colleges and CalWORKs offices in identifying job openings or opportunities for participants. Note: BSSs are to meet the minimum requirements listed in Exhibit HH.
- c) One Specialized Supportive Services (SSS) worker to serve as the Contractor's primary contact on issues related to SSS.
- d) Appropriate clerical support to assist unit operations and other administrative duties.
- e) One FS worker to serve as the Contractor's primary contact on issues related to the FS.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Master Agreement, an amendment to the Master Agreement will be prepared and executed by the Contractor and by the DPSS Director or her designee.

8.1.2 The County's Board or Chief Executive Office or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Office. To implement such changes, an Amendment to

the Master Agreement will be prepared and executed by the Contractor and by the DPSS Director or her designee.

- 8.1.3 The DPSS Director, or her designee, may at her sole discretion, authorize extensions of time as defined in Section 4.0, Term of Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement will be prepared and executed by the Contractor and by the DPSS Director or her designee.
- 8.1.4 County reserves the right to initiate Change Notices that do not affect the term, contract sum, payments, or materially affect the scope of work included in the Master Agreement. All such Change Notices will be prepared and executed by the Contractor and by the County Contract Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For the purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's expressed prior written approval, will be a material breach of the Contract which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to

pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any FY, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that FY and any subsequent FY during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board of Supervisor's approval of such actions. Except as set forth in the preceding sentence, the Contractor will continue to provide all of the services set forth in this Master Agreement.

8.5 Complaints

8.5.1 The Contractor will develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within 15 business days after the Master Agreement effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five business days for County approval.

8.5.2.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed

changes to the County for approval before implementation.

- 8.5.2.4 The Contractor will preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days of receiving the complaint.
- 8.5.2.5 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.6 Copies of all written responses will be sent to the CCA within three business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Master Agreement, the Contractor will comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference. These will include, but are not limited to:

- a) California Welfare & Institutions Code
- b) CDSS Manual of Policies and Procedures
- c) CDSS Operations Manual
- d) Social Security Act
- e) State Energy and Efficiency Plan (Title 24, California Administrative Code)
- f) Clean Air Act (42 U.S.C. 7401-7671q)
- g) Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
- h) Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R Part 15)
- i) Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 C.F.R, Part 60}
- j) Various State regulations and releases listed on several attached Exhibits.

- 8.6.2 Contractor will indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Subsection 8.6 (Compliance with Applicable Law) will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Law

- 8.7.1 Contractor must abide by the provisions of Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, as amended in Volume 42 of United States Code Sections 2000 (e) (1) through 2000 (e) (17); Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the Americans with Disability Act (ADA) of 1990, as amended; W&IC Section 10000; CDSS Manual of Policies and Procedures, Division 21; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, color, national origin (including language), ancestry, ethnic group identification, political affiliation, religion, marital status, sex, age, physical or mental disability, domestic partnership, medical condition, gender, gender identity or expression, sexual orientation, citizenship, immigration status, and genetic information, or retaliate against an individual engaging in a protected activity, such as filing a complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing. Contractor must sign and adhere with the terms as set forth in Exhibit D,

Contractor's Equal Employment Opportunity (EEO) Certification, and Exhibit C, Contractor's Non-Discrimination In-Service Certification.

8.7.2 In addition, Contractor must abide by the provisions contained in the DPSS Civil Rights Training for Contractors, ADA Title II Training for Contractors, and DPSS Civil Rights Handbook, which was developed in compliance with the October 23, 2003, Civil Rights Resolution Agreement (RA) between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services. The RA placed new Civil Rights requirements on DPSS and its Contractors. The DPSS Civil Rights Handbook incorporates the Civil Rights requirements of the RA along with all other mandated federal and State requirements that must be adhered to by DPSS, and its Contractors. Civil Rights requirements include, but are not limited to the following:

- 8.7.2.1 Contractor must ensure that public contact staff attend the mandatory Civil Rights training provided by DPSS biennially, and submit a completed Exhibit P, Civil Rights Training Report, to the CCA as a follow-up;
- 8.7.2.2 Contractor must effectively identify the participant's designated/preferred language. If the participant's designated/preferred language differs from the participant's designated/preferred language that is annotated/reflected on CalSAWS, Contractor must immediately notify County of this discrepancy so that CalSAWS can be updated accordingly;
- 8.7.2.3 Contractor must ensure that notices sent to participants are in their respective designated/preferred language;
- 8.7.2.4 Contractor must provide interpreters to ensure meaningful access to services for all participants;
- 8.7.2.5 Contractor must maintain records that include any Civil Rights related correspondence pertaining to participants, such as the Interpreter Services Statement and Confidentiality Agreement (CR 6181), which is used to document language services requirements when customers use their own interpreter; inform customers about risks when they use their own interpreter; document customers own interpreter confidentiality agreement, and must document in the case records whether language services and ADA accommodations were provided;
- 8.7.2.6 Contractor must ensure that the PUB 13, Your Rights Under California Benefits Programs and PA 2457, Civil Rights Information Notice is explained and reviewed with all clients

and made available in all waiting areas in all DPSS threshold languages;

8.7.2.7 Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log as specified in Subsection 8.5 – Complaints; and

8.7.2.8 Contractor must collect data necessary to monitor compliance with Civil Rights requirements.

8.7.3 A copy of the DPSS Civil Rights Handbook may be obtained by contacting the CCA.

8.8 Compliance with County’s Jury Service Program

8.8.1 Jury Service Program

This Master Agreement is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “contractor” as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor will have and adhere to a written policy that provides that its employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service.

8.8.2.2 For purposes of this Section 8.8. “contractor” means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12 month period under one or more County Master Agreements or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser

number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this section. The provisions of this section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor’s violation of this section of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest

in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the County. Full written disclosure will include, but is not limited to, the identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Master Agreement.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 Consideration of Hiring GAIN/START/REP Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's DPSS GAIN/START Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/ START/REP participants by job category to the Contractor. Contractors will report all job openings with job requirements to: GAINSTART@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.
- 8.11.2 If both laid-off County employees and GAIN/START/REP participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts or Master Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts or Master Agreements the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a Master Agreement with the County or a non-profit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided with an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit H, "Safely Surrendered Baby Law" in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreements are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in

compliance and will during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Master Agreement no less than once annually. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.16 Damage to County Facilities, Buildings, or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs will be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of non-citizens and others and that all its employees performing work under this Master Agreement meet the citizenship or non-citizen status requirements set forth in federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment

eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor will retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.18 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Master Agreement.

8.19 Fair Labor Standards Act (FLSA)

Contractor will comply with all applicable provisions of the federal FLSA and will indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the federal FLSA, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine

restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subsection as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Master Agreement is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.22.4 Contractor will adhere to the provisions stated in Subsection 7.6 (Confidentiality).

8.23 Indemnification

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsection 8.24 and 8.25 of this Master Agreement. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to

the County at the address shown below and provided prior to commencing services under this Master Agreement.

- 8.24.2.2 Renewal Certificates will be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates will provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements will be sent to the CCA listed in Exhibit E.
- 8.24.2.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also will promptly notify the County of any third-party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Master Agreement and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor will provide County with, or Contractor's insurance policies will contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. Written notice must be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, will be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor will include all subcontractors as insureds under the Contractor's own policies or will provide the County with each subcontractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and will require that each subcontractor name the County and the Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor will obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Master Agreement expiration, termination, or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies will provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence:

\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice will be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 Property Coverage

Contractors given exclusive use of County owned or leased property will carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its agents will be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment will be insured for their actual cash value. Real property and all other personal property will be insured for their full replacement value.

8.25.4.2 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it will maintain such coverage for a period of not less than three years following this Master Agreement's expiration, termination, or cancellation.

8.25.4.3 Cyber Liability Insurance

The Contractor will secure and maintain cyber liability insurance coverage with limits of \$3 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor will add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claim for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the DPSS Director, or her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or her designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description

of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the DPSS Director, or her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the DPSS Director, or her designee, determines that there are deficiencies in the performance of this Master Agreement that the DPSS Director, or her designee, deems are correctable by the Contractor over a certain time span, the DPSS Director, or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director, or her designee, may: a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in the PRS Chart, Exhibit A, (SOW) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in

this Master Agreement, then such lower prices will be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor will certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 8.28.3 Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action will include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.28.6 Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of Subsection 8.28 have been violated, such violation will constitute a material breach of this

Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal, or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.29 Non-Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Master Agreement will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party will, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

Contractor will bring to the attention of the Supervising County's Contract Administrator and/or County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Supervising County's Contract Administrator or County's Contract Administrator is not able to resolve the dispute, the County's Contract Director or DPSS Director, or her designee, will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

Contractor will notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice will be provided in

accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor will notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.34 Notices

All notices or demands required or permitted to be given or made under this Master Agreement will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The DPSS Director, or their designee, will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 8.38 of this Master Agreement; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way 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.

- 8.36.2 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 proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor 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.

8.37 Publicity

- 8.37.1 Contractor will not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

8.37.1.1 Contractor will develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Master Agreement, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the CCPM. The County will not unreasonably withhold written consent.

- 8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Subsection 8.37 will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank

statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor will file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.38 will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.38.4 If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.39 Recycled Bond Paper

Consistent with the Board' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.40 Subcontracting

- 8.40.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The CCD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.
- 8.40.7 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required

by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to the CCA listed in Exhibit E, County's Administration.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.14 will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Subsection 8.43 and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
 - 8.42.2.1 Stop work under this Master Agreement on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement will be maintained by the Contractor in accordance with Subsection 8.38.

8.43 Termination for Default

- 8.43.1 County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the CCD:

- 8.43.1.1 Contractor has materially breached this Master Agreement;
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Subsection 8.43 it is determined by the County that the Contractor was not in default under the provisions of Subsection 8.43 or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subsection 8.42.
- 8.43.5 The rights and remedies of the County provided in this Subsection 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 Termination for Improper Consideration

- 8.44.1 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Subsection 8.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future FYs unless and until the County's Board appropriates funds for this Master Agreement in the County's Budget for each such future FY. In the event that funds are not appropriated for this Master Agreement, then this Contract will terminate as of June 30th of the last FY for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision.

Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 Warranty Against Contingent Fees

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any Master Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Master Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

Contractor will notify its employees, and will require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten days before every statewide election, every Contractor and subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.55 Compliance with Fair Chance Employment Hiring Practices

- 8.55.1 Contractor and its subcontractors must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). The Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement.

8.56 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees, or its subcontractors to

uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract or agreement. This provision will survive the expiration, or other termination of this Agreement.

8.58 Injury & Illness Prevention Program (IIPP)

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective IIPP that addresses hazards pertaining to the workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

- 9.1.1 Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Master Agreements.
- 9.1.2 By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Master Agreements. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor will immediately notify the County in writing, during the term of this Master

Agreement, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

9.2 Child/Elder Abuse/Fraud Reporting

- 9.2.1 Contractor and County staff working under the terms of this Master Agreement will comply with *California Penal Code* (hereinafter *PC Section 11164 et seq.*) and will report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports will be made by telephone immediately to the Department of Children and Family Services (DCFS) hotline at (800) 540-4000, within 24 hours and will submit all required information, in accordance with the PC Code Sections 11166 and 11167.
- 9.2.2 Contractor and County staff working on this Master Agreement will comply with W&IC, Section 15600 et seq. and will report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to the appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports will be made by telephone immediately to the Department of Aging and Disabilities hotline at (877) 477-3646 within 24 hours and will submit all required information, in accordance with the W&IC Sections 15630, 15633 and 15633.5.
- 9.2.3 Contractor and County staff working under the terms of this Master Agreement will also immediately report all suspected or actual welfare fraud situations to the County via the 24 hours Central DPSS Fraud Reporting Line (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fund Hotline (800) 822-6222.

9.3 Collective Bargaining Contract

To comply with CDSS, Operations Manual Section 23-610 (c) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Master Agreement.

9.4 Compliance with Auditor Controller Contract Accounting and Administration Handbook

- 9.4.1 The Los Angeles County *Department of Auditor-Controller Contract Accounting and Administration Handbook* is incorporated herein by reference for all LA County non-federally funded contracts and available at:

<https://auditor.lacounty.gov/wp-content/uploads/2022/05/A-C-Handbook-Revised-June-2021.pdf>.

Contractor will comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

9.5 Contractor's Charitable Activities Compliance

- 9.5.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Non-profit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.6 Data Destruction

- 9.6.1 Contractor will return or destroy County Information in the manner prescribed in this section and Exhibit W (Section 10, Return or Destruction of County Information).
- 9.6.2 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88_Rev.%201

- 9.6.3 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten business days a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- 9.6.4 Vendor will certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor will provide County with written certification, within ten business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.7 Local Small Business Enterprise (LSBE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.7.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:
- a) Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;

- b) In addition to the amount described in 9.7.4 (a) above, be assessed a penalty in an amount of not more than ten percent of the amount of the Master Agreement; and
- c) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
 - a) Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 - b) In addition to the amount described in 9.8.4 (a) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the Master Agreement; and

- c) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non- responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.9.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain, or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
 - a) Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 - b) In addition to the amount described in 9.9.4 (a) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the Master Agreement; and
 - c) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.10 Fiscal Accountability

The Contractor will be required to adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200 (2 C.F.R 200 et seq.) and related OMB Guidance.

9.11 Government Observations

Contractor will permit all authorized federal, State, County and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Master Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

9.12 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

Contractor will be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit N (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

9.12.1 Contractor expressly acknowledges and agrees that the provision of services under this Master Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.12.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- 9.12.3 Additionally, in the event of such inadvertent access, the Contractor and its officers, employees, and agents, will maintain the confidentiality of any information obtained and will notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Contractor will indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.13 Ownership of Data/Materials/Equipment/Software and Copyright

- 9.13.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Master Agreement. The Contractor, for valuable consideration herein provided, will execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Master Agreement.
- 9.13.2 During the term of this Master Agreement and for five years thereafter, the Contractor will maintain and provide security for all of the Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.13.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Master Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the CCA as proprietary or confidential, and will be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.13.4 County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in

confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.13.5 Notwithstanding any other provision of this Master Agreement, the County will not be obligated to the Contractor in any way under Paragraph 9.13.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.13.3 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.13.6 All the rights and obligations of Subsection 9.13 will survive the expiration or termination of this Master Agreement.

9.14 Patent, Copyright and Trade Secret Indemnification

9.14.1 Contractor will indemnify, hold harmless and defend the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Master Agreement. The County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support the Contractor's defense and settlement thereof.

9.14.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

- a) Procure for County all rights to continued use of the questioned equipment, part, or software product;
- b) Replace the questioned equipment, part, or software product with a non-questioned item; or
- c) Modify the questioned equipment, part, or software so that it is free of claims.

- 9.14.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.15 Rules and Regulations

- 9.15.1 During the time that Contractor's employees or agents are at County facilities, such persons will be subject to the rules and regulations of County facilities. It is the responsibility of the Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of the Contractor has violated any applicable rule or regulation, the DPSS Director, or her designee, will notify the Contractor and the Contractor will undertake such remedial or disciplinary measures as the Contractor determines appropriate. If the problem is not thereby corrected, then the Contractor will permanently withdraw any of its employees from the provision of services upon receipt of written notice from the DPSS Director, or her designee, that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, the Contractor will immediately replace the employee and continue services hereunder.

9.16 Shredding of Documents

- 9.16.1 Contractor will ensure that all confidential documents/papers, as defined under State law (including but not limited to W&IC Sections 10850 and 17006) relating to this Master Agreement must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.
- 9.16.2 Documents for record and retention purposes in accordance with Subsection 8.38 of this Master Agreement are to be maintained for a period of five years or longer if required by law.

9.17 Privacy and Security Agreement (PSA)

County and Contractor agree to review and comply with applicable privacy and security requirements [Master Agreement, Exhibit T – CDSS 2019 Privacy and Security Agreement, Exhibit U – DHCS 2019 Medi-Cal Privacy and Security Agreement, and Exhibit V – Electronic Information Exchange

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)] in order to ensure the privacy and security of the CalSAWs, SSA, MEDS, Applicant IEVS, and PII data that is covered by these agreements and accessed or provided through DPSS.

Contractor will utilize the below contact information to direct all notifications of breach and security incidents to County. County reserves the right to make changes to the contact information by giving written notice to the Contractor. Said changes will not require an amendment to this Master Agreement or any other agreement into which it is incorporated.

DPSS Department Information Security Officer	DPSS County Contract Administrator
<p>Department of Public Social Services Bureau of Contract and Technical Services 12860 Crossroads Parkway South City of Industry, CA 91746-3411 Email: CISO@dpss.lacounty.gov _ Telephone: (562) 908-8496</p> <p><i>The preferred method of communication is email, when available. Do not include any PII unless requested by CAM.</i></p>	<p>Department of Public Social Services Bureau of Administrative Services Contract Administration and Monitoring Division 12900 Crossroads Parkway South, 2nd Floor City of Industry, CA 91746-3411</p> <p>Please refer to Exhibit E for CCA contact information.</p> <p><i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

IN WITNESS WHEREOF, Contractor has executed this Master Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board has caused this Master Agreement to be executed on its behalf by the Director or her designee of the Department of Public Social Services thereof, on this _____ day of _____, 20__.

COUNTY OF LOS ANGELES

By _____
 Jackie Contreras, Ph.D., Director
 Department of Public Social Services

_____ Date

By: _____
 Contractor

 Contractor Signature

 Date

 Printed Name

 Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
 County Counsel

By _____
 Deputy County Counsel

 Date

EXHIBIT A
STATEMENT OF WORK

**STATEMENT OF WORK
TABLE OF CONTENTS**

APPENDIX A
EXHIBIT A

SECTION	TITLE	PAGE
PREAMBLE		96
1.0	STATEMENT OF WORK	97
1.1	Scope of Work - Overview	97
1.2	Caseload	99
1.3	Service Area	101
1.4	Quality Control Plan (QCP)	102
2.0	COUNTY RESPONSIBILITIES	103
2.1	Materials	103
2.2	Virtual Private Network (VPN)	103
2.3	County Provided Equipment	104
3.0	CONTRACTOR RESPONSIBILITIES	106
3.1	Personnel	106
3.2	Office Space and Equipment/Supplies	107
3.3	Security for Computer Data System Equipment	109
3.4	Materials	110
3.5	Training	111
3.6	Civil Rights Complaints and Procedures	111
3.7	Contractor's Office	112
3.8	Hours of Operation	112
3.9	Telephonic Signatures	113
3.10	Language Requirements	113
3.11	Customer Service	114
3.12	Case Assignment	114
3.13	CalSAWS Imaging Solution	114
3.14	Community/Refugee Outreach, Resource, and Referrals	115
3.15	Case Transfer Rules and Procedures	116
3.16	Appeals and State Hearings (ASH)	117
3.17	Welfare Fraud	117
3.18	Reporting and Record Keeping	117
4.0	REP/GAIN GOVERNING POLICIES	119
5.0	ELIGIBLE REP PARTICIPANTS	120
5.1	Eligibility	120
5.2	Hours of Participation	121
5.3	REP Time Limit	121
5.4	Service Payment for Ineligible Refugees	122
6.0	SPECIFIC ACTIVITIES	123
6.1	Appraisal/Intake	123
6.2	Family Self-Sufficiency Plan (FSSP)	125
6.3	Self-Initiated Programs (SIP)	130
6.4	Senate Bill 1232 (SB 1232)	133
6.5	Job Club (JCL)	133
6.6	In-House Job Search (IHJS)	135
6.7	Vocational Assessment (VOC ASM)	138
6.8	Specialized Supportive Services (SSS)	142
6.9	Remedial Education (REM)	148
6.10	Vocational Education and Training	149
6.11	Vocational English as a Second Language (VESL)	150
6.12	Work Experience (WEX)	150

**STATEMENT OF WORK
TABLE OF CONTENTS**

**APPENDIX A
EXHIBIT A**

SECTION	TITLE	PAGE
6.13	Transitional Subsidized Employment (TSE).....	152
6.14	Community Service (CS).....	154
6.15	Work Study (WS)	155
6.16	Post-Employment Services (PES)	155
6.17	Job Development and Related Services.....	156
6.18	Post-Time Limit Services (PTL)	158
6.19	Home Visiting Program (HVP).....	159
6.20	Case Management Operations and Other Tasks.....	159
6.21	Exemptions/Extenders.....	163
6.22	CalWORKs 2.0.....	164
6.23	Development of the WtW Employment Plan	164
6.24	Addressing Barriers to Employment	166
7.0	NON-COMPLIANCE.....	171
7.1	Encouraging Compliance	171
7.2	Good Cause Determination	172
8.0	COORDINATING/MAINTAINING NETWORK/RESOURCES PROVIDED BY DPSS.....	172
9.0	SERVICES TO OLDER REFUGEES (SOR) - TASKS AND DELIVERABLES.....	174
9.1	Overview	174
9.2	Required Services.....	174
9.3	Population to be Served	175
9.4	Enrollment.....	175
9.5	SOR Attendance Verification	177
9.6	Senior Networking and ESL Civics	177
9.7	Adjustment of Alien Status and Citizenship Application Services (AASCAS).....	179
9.8	Transportation	181
9.9	Invoice	182
9.10	Required Forms for SOR Services	182
10.0	GREEN INITIATIVES.....	182
11.0	PERFORMANCE OUTCOME MEASURES	183
11.1	Overview	183
11.2	Measures	183
11.3	Zero Tolerance.....	183
11.4	Determination of Performance.....	183
11.5	Key Measures	184
11.6	Performance Requirements Summary (PRS)	185
11.7	Performance Requirements Summary Chart	190

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and connect individuals and families to social services that promote economic mobility and well-being. This philosophy of service excellence is anchored in the County's shared values of 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. These require coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 STATEMENT OF WORK

1.1 Scope of Work - Overview

Contractor will provide all aspects of case management services to all REP participants throughout the County as described in this SOW. Employment and employment retention activities and services are to be provided to mandatory and voluntary refugee participants who engage in WtW activities.

- 1.1.1 Contractor will deliver services which include innovative solution-based services to address the assessed needs of refugees. Such needs include barriers, such as economic restrictions, limited English language proficiency, illiteracy, learning disabilities and psycho-social concerns. The Contractor must facilitate job placement and retention services, which will lead to the participant attaining self-sufficiency. The Contractor must have a clear understanding of each community's cultural need in reaching self-sufficiency. In working with participants, the Contractor will motivate and mentor the participant and family, assess their needs, refer the participant to resources, and coordinate the participant's efforts in meeting their REP, CalWORKs, and RCA requirements. This SOW provides information about the required services the Contractor is expected to provide through established partnerships and collaborative relationships.
- 1.1.2 All provisions of the REP must be executed according to State/County rules and regulations, and federal guidelines and standards. In operating this service/program, the Contractor will be required to abide by all REP and GAIN policies, procedures, and regulations.
- 1.1.3 Contractor must agree to fully comply with all applicable requirements of the service/program – all regulations, rules and policies issued pursuant to the enabling statute(s); abide by all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice as it relates to CalWORKs, RCA, GR, and Medi-Cal participants.
- 1.1.4 Contractor, at no additional cost to the County, will link this population to unique and specialized services it identifies as beneficial to the refugee participant or family, during the Appraisal (See Appendix A, Statement of Work, Subsection 6.1). Said services must be offered by the refugee community, community-based organizations (CBOs), civic and faith-based organizations (FBOs).
- 1.1.5 Contractor will identify employment opportunities with sustainable income levels to assist participants in making a transition from public assistance to self-sufficiency, as well as meet the County's initial

(entry-level) wage rate which will meet or exceed the State mandated minimum wage.

- 1.1.6 Contractor will provide an environment that is clean and businesslike, yet positive and motivational for participants. The Contractor is required to perform duties in a professional manner, welcome and assist participants in their job seeking activities, give out job leads/referrals, follow up on job interviews with employers, motivate participants to overcome a lack of confidence and self-esteem, and address participants' specific employment barrier(s). The Contractor must be able to work with all participants either in a group or individually. The Contractor is responsible for delivering the program to CalWORKs and non-CalWORKs participants as the needs of the service/program and participants change within the boundaries of federal, State and County refugee guidelines.
- 1.1.7 Contractor staff are required to interact professionally with County staff, other County Contractors, community colleges, and all community partners.
- 1.1.8 The REP is designed to provide culturally and linguistically sensitive employment and specialized services for refugees in an effort to assist them through the initial adjustment period following arrival into the U.S. with the goal of attaining self-sufficiency. The Contractor will ensure that all services provided meet the participant's language needs and are oriented to the diversity of the participants in any particular area. The Contractor will be responsible for the existing multi-language caseload throughout the County.
- 1.1.9 Acculturation-focused services will be offered along with educational and employment activities. The acculturation services will be comprised of ongoing specialized services which will help the refugee population continue through educational and training programs while addressing the special needs that may prevent participants from progressing, completing the program, and, attaining employment and self-sufficiency.

Note: Refugee funds **may not** be used for long-term training programs such as vocational training or self-initiated programs that last for more than one year or educational programs that do not lead to employment within one year.
- 1.1.10 Contractor is required to assess and calculate payment of supportive services (transportation and/or ancillary) needs for participants and make referrals to request authorization of payment to the DPSS review team involved in the CIA process.

Contractor is required to inform participants about the availability of subsidized childcare services during Appraisal interviews, WtW Plan signing/amendments and all other points of contact. The Contractor will ensure that the participants complete and sign the appropriate childcare form(s) to indicate that childcare is either needed or declined, and ensure staff generates childcare requests timely/same day in CalSAWS or the current system when participants request child care.

1.1.11 Contractor is required to facilitate the issuance of all supportive services payments according to the timeline specified in existing DPSS WtW policy. Payment request reviews and approvals/denials will be performed by County staff and based on specified policy limits.

1.1.12 Contractor is required to provide participants with written notification of supportive services approvals and/or denials according to program policy guidelines.

1.2 Caseload

1.2.1 Caseload estimates and projections are the best available estimates of the workload Contractor can expect to experience for the contract term. Appendix B, Technical Exhibits, Exhibit B-23, Caseload Demographics, provides a detailed listing of REAS caseload demographics.

These projections are by no means a guarantee that the Contractor will carry the caseload outlined in the Appendix B, Technical Exhibits, Exhibit B-23, Caseload Demographics, during the course of the Master Agreement term, nor should the Contractor act in reliance on any estimates listed herein. The actual caseload may deviate from the estimates in either direction.

1.2.2 Total Caseload

It is anticipated that the Contractor will have a caseload of approximately 4500 cases.

1.2.3 Caseload Characteristics

The caseload population is comprised of recently arrived refugees, asylees, Cuban/Haitian entrants, Iraqi/Afghan SIV holders,

Amerasians, victims of human trafficking, domestic violence and other serious crimes and as State/federally determined, certain Afghan and Ukrainian/non-Ukrainian Humanitarian Parolees under the Uniting for Ukraine (U4U) Program (specific eligibility periods apply) in need of employment and training services to help them adjust to the U.S. workforce and culture. The caseload includes participants who are

currently eligible for CalWORKs, RCA, GR, and those who are Non-Aided individuals. Participants may be eligible for REP up to 60 months from the date of entry (DOE) or asylum approval, provided ongoing eligibility exists and availability of funds. Caseloads are subject to fluctuation based on refugee/asylee arrival trends and RCA/CalWORKs intake trends.

1.2.4 Caseload by Aid Type

<u>Participants by Aid Type</u>	<u>REAS Caseload Percentage</u>
CalWORKs	36%
RCA	38%
Non-Aided	26%

Note: The caseload percentage indicates participants pending to receive employment services as well as those currently receiving employment services as of October 2023.

1.2.5 Caseload by Language Spoken

The service population primarily consists of non-English/ non-Spanish (NE/NS) speakers. 70% of participants self-declare as holding a NE/NS primary language that may require extensive English language instruction as part of the acculturation process. The primary language designations consist of the following:

<u>Language</u>	<u>Caseload Percentage</u>
Arabic	1.34%
Armenia	14.83%
English	13.86%
Farsi	5.26%
Other	1.55%
Russian	47.23%
Spanish	15.93%

Note: The caseload percentage indicates participants pending to receive employment services as well as those currently receiving employment services.

1.2.6 Participant Barriers

The population consists of refugees from various ethnic backgrounds, originating from over 56 countries. The Contractor is expected to provide services for all participants, regardless of national origin. (See Appendix B, Technical Exhibits, Exhibit B-22, Refugee Eligible Population by Country of Origin). In assisting participants, the Contractor is to be mindful of the cultural and linguistic barriers that may exist for this population. Examples of barriers and/or needs that may exist include, but are not limited to, the following:

- a) Lack of English language skills;
- b) Lack of native language literacy;
- c) Lack of basic educational training;
- d) Substandard educational level;
- e) Lack of job skills;
- f) Lack of childcare;
- g) Lack of access to public transportation;
- h) Need for Domestic Violence (DV), Mental Health (MH), and/or Substance Use Disorder (SUD) services;
- i) Lack of stable and/or affordable housing;
- j) Lack of a support system;
- k) Adjustment difficulties to resettlement; and
- l) Feelings of isolation.

1.3 Service Area

1.3.1 Contractor will service all of Los Angeles County.

1.3.2 The Contractor will provide one service office in each of the designated refugee impacted areas of Los Angeles County.

1.3.3 Service offices will be located within a travel time of one-hour from the participant's residence (one-way) or two hours (roundtrip) via public transportation to all participants served within Los Angeles County under this contract.

- 1.3.4 Contractor will be assigned REP participants via the CalSAWS or the current system.

1.4 Quality Control Plan (QCP)

- 1.4.1 Contractor will establish and utilize a comprehensive QCP to assure the County a consistently high level of service throughout the term of this Master Agreement.
- 1.4.2 The QCP which is subject to approval or rejection by the County will be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions will be due within ten business days of CCA's request.
- 1.4.3 The QCP will include, but not be limited to, the following:
 - 1.4.3.1 Method for assuring that professional staff rendering services under this Master Agreement have the necessary college degrees/licenses, language proficiency, and qualifying experience.
 - 1.4.3.2 Method and frequency of monitoring to ensure that Master Agreement requirements are being met.
 - 1.4.3.3 Method for monitoring and evaluating work performed.
 - 1.4.3.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
 - 1.4.3.5 Method of record retention of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to County upon request.
 - 1.4.3.6 Method for providing continuing services to the County in the event of a strike of the Contractor's employees or any other emergency, including but not limited to natural disasters, such as earthquakes.
 - 1.4.3.7 Method for ensuring that all Contractor reports provide acceptable data as required by this Master Agreement.
 - 1.4.3.8 Method for surveying participants on a regular basis to obtain feedback on services.

- 1.4.3.9 Plan for monitoring subcontractors, if applicable.
- 1.4.3.10 Monitoring methods to be used, such as:
 - 1.4.3.10.1 Random sampling;
 - 1.4.3.10.2 100% review;
 - 1.4.3.10.3 CWs/RCA/Formerly-aided/Non-aided participant complaints;
 - 1.4.3.10.4 CWs/RCA/Formerly aided/Non-aided participant surveys;
 - 1.4.3.10.5 Information, reports or data that may be provided by the County;
 - 1.4.3.10.6 Information, reports or data provided by the Contractor.

2.0 COUNTY RESPONSIBILITIES

2.1 Materials

- 2.1.1 County will provide Civil Rights complaint forms: Complaint of Discriminatory Treatment (PA 607) (See Appendix C, Sample Contract Exhibits, Exhibit P), and Civil Rights Complaint Investigation Process, (See Appendix C, Sample Contract Exhibits, Exhibit P), for use by participants in reporting Civil Rights complaints.
- 2.1.2 A list of the County observed holidays.
- 2.1.3 Appropriate County hiring guidelines for candidates with criminal convictions.

2.2 Virtual Private Network (VPN)

- 2.2.1 County will issue VPN access to be used on equipment provided by the Contractor and each subcontractor (if applicable) at Contractor or County sites. Upon termination of this Master Agreement or at County's request, the County will terminate VPN access for Contractor and subcontractor staff.
- 2.2.2 Each Contractor staff must complete the County of Los Angeles Internet Registration form and County Use of County Information Technology Resources/Acceptable Use Agreement to receive VPN access. The security agreement does not allow sharing of the VPN

access. It is the Contractor's responsibility to ensure that each user accessing County Systems signs and complies with the security agreements.

- 2.2.3 Contractor must notify the County when a user is no longer working under the Master Agreement, or will be on extended leave, within three business days of the user's termination or leave start date, in order to deactivate accounts and RSAA Adaptive Authentication soft token. For the purposes of this section, "extended leave" will be defined as 30 days or more.
- 2.2.4 Any expired VPN access must be reported immediately to the DPSS Help Desk at (562) 345-9955. The County will reactivate VPN access upon completion and submission of a new County of Los Angeles Downey Data Center Registration form to the County's CCA.
- 2.2.5 DPSS will provide the necessary telephonic and electronic system equipment, software, and training to Contractor staff. DPSS will also provide contractual provisions for the use of the equipment prior to issuance and ongoing support to the Contractor and their staff throughout the term of the Contract and any Contract extensions.

2.3 County Provided Equipment

Section 3.2 notwithstanding, the County will provide equipment and software to the Contractor as needed to implement telephonic signatures.

- 2.3.1 The equipment necessary for the implementation of telephonic signatures is determined solely by the County. If the Contractor determines that additional equipment is necessary to fully implement telephonic signatures, the Contractor must provide the additional equipment at their own expense.
- 2.3.2 All County furnished items are provided by the County for the duration of the Contract only, and only for the limited purpose of accessing County systems to perform tasks required under this Contract.
- 2.3.3 An inventory of all County-furnished equipment will be initially established by the County and verified by the Contractor at the time the equipment is issued. The Contractor will thereafter maintain an inventory and provide the inventory to the County upon request.
- 2.3.4 At Master Agreement termination, all County provided equipment will be returned to the County. The Contractor will work collaboratively with the County to promptly return County provided equipment.

- 2.3.5 Contractor will report in writing to the CCA immediately upon discovery, the loss or theft of County supplied computer equipment, software, and supplies. For stolen equipment, the Contractor will contact the local law enforcement agency and submit a copy of the police report to the CCA.
- 2.3.6 Contractor will not install any software or games on County provided laptops or initiate any other modifications. Any installation, updates, de-installation or reinstallation of required software will be made only by County designated staff. Requests for these services will be made to the CCA.
- 2.3.7 Contractor will not install or connect USB or portable drives on the County provided laptops.
- 2.3.8 Contractor may install basic peripherals on County equipment such as external keyboards, mice, scanners, or printers to assist with their daily job functions. For peripherals that the Contractor is unsure of, the Contractor may consult with the County to determine if the peripheral is allowable on the equipment, and if so, the available options to complete the installation.
- 2.3.9 Any costs for County service calls or repairs required to be made to County equipment due to unauthorized Contractor-initiated modifications may be assessed to the Contractor at the sole discretion of the County, via a billing memo issued to the Contractor.
- 2.3.10 County will provide maintenance, repair, updates and/or replace County furnished equipment or software due to normal wear and tear, as determined solely by the County.
- 2.3.11 Contractor will cooperate with the County, as needed, to install, update, maintain, repair, or recall any County equipment and software.
- 2.3.12 If damages to equipment and/or theft of equipment occur due to the Contractor's negligence, abuse or carelessness, as determined solely by the County, the Contractor will be responsible for the cost of repairs/replacements and will be billed by the County for damaged County equipment. Unannounced site inspections may be made by the County.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 Personnel

Contractor will maintain efficiency of daily operations and provide all qualified professional and clerical personnel, including sufficient bilingual staff with the professional background, training, and experience, necessary to complete the required services and tasks of this Master Agreement.

County may screen Contractor's employees, current, and prospective employees, to ensure that any employee receiving public assistance has met their reporting responsibility to the County and has no access to DPSS records of any friends, relatives, business relations, personal acquaintances, tenants, or any individuals whose relationship could possibly sway their conduct and/or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance and transmitting computer data.

Specifically, the Contractor will:

- 3.1.1 Remove any Contractor employee performing services under this Master Agreement from the workplace within 24 hours when reasonably requested to do so by the County.
- 3.1.2 Fill employee vacancies or replace removed employee(s) within 20 business days from the date given by the County. Beginning on the 21st workday, a comprehensive corrective action plan, fiscal penalty, or termination at the convenience of the County may be applied for failure to fill vacancies or replace unacceptable staff.
- 3.1.3 Ensure that such individual's duties are performed satisfactorily until a replacement can be arranged. The County, at its sole discretion may provide the Contractor with additional time to fill vacancies upon submission and County approval of a request for extension of time as specified in Paragraph 3.1.4 below.
- 3.1.4 Request extension of time in writing and provide documentation of a good faith effort to find a suitable replacement for staff vacancies.
- 3.1.5 Furnish administrative, supervisory, and direct labor personnel to accomplish all work required by this Master Agreement.
- 3.1.6 Train office staff in the use of electronic mail (email) and ensure that the email inbox is checked at least twice daily, once in the morning and once in the afternoon, for emails from the County.
- 3.1.7 Assign a sufficient number of employees to perform the required work. At least one employee on-site will be authorized to act on behalf of the

Contractor in every detail related to this Contract and must speak and understand English.

- 3.1.8 Contractor will provide services for English and non-English speaking participants in the participant's primary language. The

most common primary languages are Armenian, Arabic, Chinese (Cantonese and Mandarin), English, Farsi, Russian, and Spanish.

- 3.1.9 Contractor will use objective assessment to ensure Contractor's employees are qualified to provide services in the participant's primary language. This also applies to sign language.

3.2 Office Space and Equipment/Supplies

Contractor will furnish the following equipment and supplies:

- 3.2.1 Contractor will furnish office computers, scanners, furniture, telephones and all supplies necessary to perform the services required by the SOW and adhere to all requirements of the Master Agreement except as provided in Section 2.3, herein.

3.2.2 Standard Technical Requirements

- a) For scanning to CalSAWS Imaging Solution, the Contractor will at the minimum provide the following:

- a) Panasonic KV-S1057c/1027C scanner; and
- b) Software which must be able to create and save PDF format documents.

- b) Minimum Computer Requirements:

- a) Computer Processor: Intel 15 processor or higher;
- b) Memory - 16GB of RAM or higher;
- c) Hard disk - Internal 256 GB SSD;
- d) Display - 1920x1080 screen resolution or higher;
- e) Network Interface Card - Integrated Network; and
- f) Interface Card or 802.11ac 2.4/5 GHz wireless adaptor or higher.

- c) Operation System & Software Requirements:
 - a) Operating System - Windows 10 (64Bit);
 - b) Security Update and Patches - Must be kept current to the latest releases;
 - c) Anti-Virus Software - Latest version of McAfee or equivalent Anti-Virus software with latest definition virus definitions;
 - d) Pulse Secure Host Client - Latest version of SSLVPN;
 - e) Browser - Edge version 96 or Chrome version 96 browsers or higher;
 - f) Adobe Acrobat Reader - Acrobat Reader XI;
 - g) Microsoft Office - MS Office or newer; and
 - h) Encryption Software - Enable Full Disc Encryption with Microsoft Window BitLocker or equivalent encryption solution.
- d) Minimum internet bandwidth at 50 Mbps or higher for download/upload, to support real-time voice protocol, recordings, and scanned documents. Bandwidth must be increased accordingly based on the system access needs and number of concurrent users at each site.
- 3.2.3 Contractor will have a main business office located within the County of Los Angeles, with a responsible person(s) to maintain all records and reports required by the Contract.
- 3.2.4 If any of the Contractor's location(s) changes, the Contractor will seek approval from the County a minimum of 30 days prior to the intended move date via written notice to the CCA. The notice will include justification for the move.
- 3.2.5 Contractor will obtain required program forms via the DPSS Forms Library or CalSAWS Template Repository page. Contractor will order those forms not available through the DPSS Forms Library from the CCA.

3.3 Security for Computer Data System Equipment

If the Contractor is utilizing any DPSS developed and approved computer data system, the Contractor will provide all security measures to ensure that the DPSS computer system data is secured and maintained.

3.3.1 Contractor may request access to the County VPN to access County designated and approved DPSS system data screens by submitting a request through the established procedure set by DPSS.

3.3.2 Contractor must provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN.

3.3.3 Contractor will safeguard the integrity of all County systems by ensuring that all Contractor employees abide by County's User policies and Employee Acknowledgment and Confidentiality Agreements. Contractor will follow County policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance.

3.3.4 Contractor must inform the County within one business day from the date the Contractor is notified that Contractor staff is no longer working under this contract to ensure access to the County data system is removed and VPN access is revoked.

3.3.5 Contractor must maintain the security and integrity of the DPSS computer systems by having up to date DPSS User Agreements on- file for each end-user and disallowing the sharing of access codes and passwords between staff.

3.3.6 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) will comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

3.3.7 Stored Data

Contractor's and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, and external hard (drives) require encryption (i.e. software and/or hardware) in

accordance with: (a) Federal Information Processing Standard Publication (FIPS)140-2; (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 1” General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

3.3.8 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with a minimum cipher strength of 128-bit.

3.3.9 Certification

County must receive within ten business days of the effective date of this Master Agreement or upon request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, the Contractor will maintain a copy of any validation/attestation reports that its data encryption product(s) generate, and such reports will be subject to audit in accordance with the Master Agreement. Failure on the part of the Contractor to comply with any of the provisions of Subparagraph 3.3.5 will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

3.4 Materials

Contractor will post EEO and State-approved Nondiscrimination in Services notices in each Contractor’s facility, where they are easily accessible to employees and participants. The Contractor may obtain EEO notices from the Los Angeles District Office:

U.S. Equal Employment Opportunity Commission (EEOC)
Roybal Federal Building
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (800) 669 – 4000
info@eeoc.gov

3.5 Training

- 3.5.1 Contractor will provide training in all aspects of services provided in this Master Agreement to all contracted staff working under this Master Agreement.
- 3.5.2 Contractor will provide training on reporting child abuse/elder abuse and other subject matters identified by the County for all Contractor staff performing work under this Master Agreement. Contractor will utilize County provided written material and/or videos when available.
- 3.5.3 Contractor staff are required to attend the following mandatory trainings:
 - a) Civil Rights Training – required biennially;
 - b) ADA Title II Training – required annually; and
 - c) Cybersecurity and Awareness Training – required at the time of hire and at least annually thereafter.

The County will arrange for instructor-led or online training sessions and Contractor must provide proof of completion for each employee.

- 3.5.4 County may provide cultural awareness and sensitivity training, and materials to the Contractor. If the County provides such training, the Contractor will ensure that trainings are mandatory for all staff paid under this Master Agreement, including the directors/coordinators of the CalWORKs program. Trainings are optional for other employees and student workers.
- 3.5.5 Contractor will ensure all Contractor staff attend mandatory County trainings at any location within the County.
- 3.5.6 County may add mandatory trainings for all Contractor staff as deemed necessary by the County.

3.6 Civil Rights Complaints and Procedures

Contractor will comply with DPSS Civil Rights policy and procedures, as directed by DPSS, which includes but is not limited to the following:

- 3.6.1 Ensure public contact staff working under this Master Agreement attend mandatory Civil Rights training, as provided or arranged by the County, and provide proof to the CCA verifying attendance of such.

- 3.6.2 Ensure notices and correspondence sent to participants are in their designated primary language and provide interpreters or current interpretation services to ensure meaningful access to services to all participants.
- 3.6.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.
- 3.6.4 Develop and operate procedures for receiving, forwarding, and responding to Civil Rights complaints as follows:
 - 3.6.4.1 Provide and assist participants with completing a Civil Rights Complaint of Discriminatory Treatment (PA 607), Appendix C, Sample Contract Exhibits, Exhibit P, in the participant's primary language.
 - 3.6.4.2 Maintain a log of Civil Rights complaints.
 - 3.6.4.3 Contractor's Contract Manager will act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and the CRS representative.
 - 3.6.4.4 CRL will forward all PA 607s to the CCA within two business days and maintain a copy.
 - 3.6.4.5 CCA and CRL will not attempt to investigate Civil Rights complaints. All investigations are handled by the CRS.

3.7 Contractor's Office

- 3.7.1 Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement.
- 3.7.2 When the office is closed, an answering service will be provided to receive calls.
- 3.7.3 Contractor will answer calls received by the answering voicemail service within one business day of receipt of the call.

3.8 Hours of Operation

Contractor will be available to provide the services detailed in the SOW for a minimum of eight hours a day, between 8:00 A.M. to 5:00 P.M. Monday through

Friday, excluding on County recognized holidays, at all service offices established by the Contractor.

For sub-offices that are "appointment only", Contractor shall make available clerical staff, during the above detailed service hours, to answer phone calls, accept requested or delivered documents and verifications from the participants, and provide information to potential participants when needed.

3.9 Telephonic Signatures

- 3.9.1 Telephonic Signature is an electronically recorded verbal assent, such as "Yes", "No", "I agree", "I do not agree" or any other clear indication of agreement or disagreement, used to certify that the information provided to submit an application, or any other form is true and accurate. Electronic Signature is a signature recorded electronically indicating an agreement or disagreement.
- 3.9.2 When allowed by policy, the Contractor must utilize the Telephonic and/or Electronic Signature system when participant contact is necessary for application process or for any other process that requires participant signature, and that contact is not possible to conduct face-to-face. Once the participant is offered either method of communication, case comments must be recorded in CalSAWS or the current system indicating availability of telephonic/electronic signature and whether or not the participant accepted the option.

3.10 Language Requirements

- 3.10.1 Contractor will provide linguistically and culturally sensitive services to all participants.
- 3.10.2 Contractor will hire and have staff who speaks the language if the language spoken by a specific group of non-English speaking participants is five percent or more of the Contractor's caseload.
- 3.10.3 Access to the DPSS-approved language line is reserved for situations where Contractor has participants who are non-English speaking, but the language these participants speak is shared by less than five percent of the Contractor's caseload. The Contractor will not use this resource in meeting the primary language needs. Any misuse of this resource will not be tolerated, and costs will be deducted from the Contractor's payment.

3.11 Customer Service

- 3.11.1 Contractor will implement an active customer service program that is consistent with the County's vision, as detailed in this SOW's Preamble. The customer service program must be approved by the County and any changes required by the County to the program must be made within ten business days.
- 3.11.2 Contractor will ensure customer service standards are met by adhering to the following three performance measures at the Acceptable Quality Level (AQL) within Appendix A, Statement of Work, Subsection 11.7, Performance Requirements Summary Chart:
 - a) 95% of those served are to report satisfaction with Contractor services;
 - b) 90% of all participants should wait no more than 20 minutes from their appointment time before being seen; and
 - c) Contractor is expected to respond to advocate inquiries within two hours, 100% of the time.

3.12 Case Assignment

- 3.12.1 Contractor will, within two business days, enroll participants appearing in the unassigned pool into the program; except for CalWORKs cases in the process of securing childcare. However, if the case is identified as eligible for SSS, then it must be expedited for services. If a participant erroneously appears in the unassigned pool, the Contractor will expeditiously work with County staff to reassign the participant, as appropriate.
- 3.12.2 Contractor will ensure the percentage of participants in the unassigned pool for more than 30 days does not exceed one percent of the total number of unassigned pool participants to be assigned to a RCM.
- 3.12.3 Contractor will assign participants to an activity within 30 days from cash approval.

3.13 CalSAWS Imaging Solution

- 3.13.1 The purpose of CalSAWS Imaging Solution is to enable DPSS to transition from a paper case environment to an electronic and online process; thereby, reducing inconsistencies and assisting in the creation, filing, retrieval, preservation, and disposition of electronic documents. Documents placed in CalSAWS Imaging Solution will be

stored in a secure repository and can be easily accessed and retrieved by authorized staff.

3.13.2 Contractor will image all case documents into CalSAWS by using the CalSAWS Imaging Solution process within five business days of receipt or completion.

3.13.3 Contractor will provide the following required functions as prescribed by the County:

- a) Scanning all case documents;
- b) Validate all scanned case documents; and
- c) Dispose of all paper documents according to current procedures.

3.13.4 DV cases are to be scanned according to current DV scanning procedures.

3.14 Community/Refugee Outreach, Resource, and Referrals

3.14.1 Contractor will engage and report on outreach activities that benefit participants and introduce them to available community resources and services, geared to assist refugees/asylees in their resettlement and acculturation process on the Monthly Management Report (MMR).

3.14.2 Contractor will design outreach activities to familiarize refugees with available community services and resources, to explain the purpose of such services and facilitate access to such services and resources.

3.14.3 Contractor will, through community collaborations with partnering organizations, provide refugee-specific services and resources seeking to develop internship programs that promote mentoring to participants.

3.14.4 Citizenship and Naturalization Services

Contractor, when applicable, will refer participants for Citizenship and Naturalization preparation services. Services may include English language training and civics instruction to prepare refugees for citizenship, application assistance for adjustment of status, assistance for disabled refugees in obtaining disability waivers from English and civics requirements for naturalization, and the provision of interpreter services for the citizenship interview. These classes prepare participants for the American history and civic examination administered by the USCIS, and the interview.

- 3.14.5 Contractor will ensure outreach efforts are made to community partner agencies and refugee organizations to identify potentially eligible refugee participants who may benefit from REP services provided.

3.15 Case Transfer Rules and Procedures

3.15.1 Timely Case Transfer

Contractor will ensure that staff acts timely to initiate inter-agency or inter-departmental case transfers, when appropriate, as described in the subsections below.

3.15.2 Inter-Agency Case Transfers

- a) An Inter-REP/GAIN region case transfer is necessary when a participant changes their residence, the alien status (from Refugee to U.S. Citizen) is no longer eligible to receive REP services, a CalWORKs participant requests a transfer to GAIN, and/or when a participant reaches 60 months from their DOE into the U.S. and is eligible for WtW services through GAIN.
- b) Contractor will ensure the RCM:
 - 3.15.2.b.1 Informs Program staff when transfer to GAIN Office is needed.
 - 3.15.2.b.2 Transfers the case electronically to a new REP Office location via CalSAWS or the current system.
 - 3.15.2.b.3 Documents the transfer reason in CalSAWS or the current system.
 - 3.15.2.b.4 Ensure all case documents are imaged into the CalSAWS Imaging Solution system prior to case transfer.
 - 3.15.2.b.5 For transfer of DV cases, refer to current policy and procedures.
 - 3.15.2.b.6 Ensure completion of the Inter-Office Case Assignment Form (CSF 161), per current policy and procedures (See Appendix B, Technical Exhibits, Exhibit B-36).

3.16 Appeals and State Hearings (ASH)

- 3.16.1 Contractor will provide timely responses to DPSS' ASH Section as defined by DPSS policy. ASH serves as the liaison on State hearing case decisions made on participant appeals related to their cases. Contractor will be responsive to ASH's instructions, respond in a timely manner, and when decisions on the appeals are known, adhere to ASH's due date.
- 3.16.2 Contractor will maintain a listing of ASH cases processed including all ASH decisions, their resolutions and conditional withdrawals. The listing will be included in Contractor's MMR.

3.17 Welfare Fraud

- 3.17.1 Contractor will preserve the integrity of the program and County resources by having an active fraud prevention program.
- 3.17.2 Contractor, at minimum, will adhere to County welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable and whenever fraud is suspected.
- 3.17.3 Contractor will safeguard against Contractor employee fraud by including specific monitoring provisions in its QCP.
- 3.17.4 Contractor will also make all records related to this Master Agreement available to the County. The County may review these records without advance notice, as deemed necessary by the County.

3.18 Reporting and Record Keeping

- 3.18.1 Contractor will complete reports as may be required by the County concerning its activities as they affect the Master Agreement duties and purposes contained herein.
- 3.18.2 Contractor will complete an MMR, (See Appendix B, Technical Exhibits, Exhibit B-26) in the manner to be described by the County. The MMR will be submitted to the CCPM, with a copy to the CCA along with the monthly invoice, by the 15th day of each succeeding month and will contain:
 - a) A narrative of any concerns and/or changes in staff, office sites, session scheduling, participant scheduling

(backlogs), recommendations for systems improvements, and/or other processes, as necessary.

- b) A list of all participants who attained 90th day of employment retention during the service month.
- c) Staffing updates (new/terminated staff) including the date of hire/termination. Monthly roster with employee name, title, file number (if applicable), phone number, email address, languages spoken, etc.
- d) A report of any critical incidents occurring in the month.
- e) A discussion of the Contractor's degree of success in achieving desired outcomes as described in the SOW, Section 11.0, Performance Outcome Measures.
- f) A list of all trainings provided by the Contractor in the month.
- g) A list of all trainings provided by the County in the month and names of Contractor employees who attended said trainings.
- h) A list of all complaints received by the Contractor in the month, including the resolution of the complaint.
- i) A list of all ASH decisions, their resolutions and conditional withdrawals.
- j) Any other ad hoc statistical reports as requested by the County and by the due date established by the County.
- k) A monthly log of Language Line usage which should include, at minimum, participant name, participant case number, the date of call to Language Line, participant's requested language, and any comments.
- l) Additional information may be required at the County's discretion.

3.18.3 Contractor will maintain a current and complete case record on CalSAWS or the current system for each participant referred. According to existing County policy and procedures, all activities

must be entered into CalSAWS or the current system correctly. The County will provide training to the Contractor regarding the use and maintenance of case records on CalSAWS or the current system.

- 3.18.4 Contractor will maintain an electronic case record for each participant and physical case records for those participants not known to CalSAWS or the current system. The Contractor will ensure that the case records are organized in the manner prescribed by DPSS. The content of the physical or electronic case records will abide by applicable DPSS guidelines, including those outlined herein. When REP services end and the case record is no longer needed, the Contractor will follow DPSS policies. The Contractor will not dispose of the case records or any documents containing participant information, in any manner outside of DPSS policies and procedures, or Master Agreement requirements, without prior DPSS written approval.

4.0 REP/GAIN GOVERNING POLICIES

- 4.1** REP/GAIN is a State-mandated program subject to State and County rules, policies, procedures, and regulations.
- 4.2** Contractor must abide by all federal, State and County program policies, rules and regulations that govern the DPSS offered assistance programs.
- 4.3** Contractor is required to abide by all current DPSS policies and procedures in the administration of all the programs set forth herein.
- 4.4** This Master Agreement is not meant to supersede “Applicable Rules and Regulations” and is consistent with them. A program flow has been developed to capture the complex array of services offered. REP case management flowcharts may be found in Appendix B, Technical Exhibits, Exhibit B-24.
- 4.5** Contractor is expected to follow the program flowcharts when providing services to CalWORKs and non-CalWORKs participants. The subsections below provide additional information on various stages in the program flowchart. The provisions of services to both mandatory and voluntary CalWORKs-eligible participants will comply with all CalWORKs WtW requirements, including the program flow, as specified in CDSS Manual of Policies and Procedures Section 42-700 and any other applicable CalWORKs WtW policy guidance issued by the federal ORR (See Appendix B, Technical Exhibits, Exhibit B-1 [Link 1]).
- 4.6** Contractor is expected to comply with all county requirements for capturing the CalWORKs Work Participation Rate and county processes for the

CalWORKs Outcomes and Accountability Review (Cal-OAR) performance measures and participate/implement any strategies developed for the Cal-OAR System Improvement Plan, as applicable to the CalWORKs caseload.

5.0 ELIGIBLE REP PARTICIPANTS

5.1 Eligibility

- 5.1.1 The term “refugee” when used in this document, is intended to include: refugees, asylees, Cuban/Haitian entrants, certain Amerasians, Iraq/Afghan SIV holders, victims of human trafficking, domestic violence, and other serious crimes, including U and T-Visa holders, certain humanitarian parolees and noncitizens as State and federally determined, such as, Afghan Humanitarian Parolees and Ukrainian/non-Ukrainian Humanitarian Parolees under the Uniting for Ukraine (U4U) Program (specific eligibility periods apply).
- 5.1.2 Services are provided to eligible REP participants based on availability of funding, for up to 60 months from their DOE into the U.S. Per federal priority of services, the County will administer its social services in the following order, unless otherwise granted a federal waiver:
 - 5.1.2.1 All newly arriving refugees, within 12 months of their DOE to the U.S.;
 - 5.1.2.2 Refugees who are receiving cash assistance;
 - 5.1.2.3 Unemployed refugees who are not receiving cash assistance; and
 - 5.1.2.4 Employed refugees in need of services to retain employment or to attain economic independence.
- 5.1.3 Contractor is responsible for determining the immigration status and participant eligibility for REP based on the ORR instructions on immigration documentation. (See Appendix B, Technical Exhibits, Exhibit B-1 [Link 2]). To establish REP eligibility, the participant must provide proof of immigration status documentation issued by the USCIS.
- 5.1.4 U.S. Department of State, Resettlement Support Center has been issuing a transportation boarding letter which is **not** an acceptable form of proof of immigration status documentation.

5.2 Hours of Participation

5.2.1 CalWORKs

CalWORKs participants are subject to participate in WtW activities for 20/30/35 hours a week per CalWORKs Hourly Participation requirement, unless they have good cause to participate in less hours or are exempt.

5.2.1.1 Single parents, if there is no child under the age of six in the household: Required to participate 30 hours per week.

5.2.1.2 Single parents with a child under age six: Required to participate 20 hours per week.

5.2.1.3 Two-parent assistance units: Required to participate 35 hours per week. Both parents may contribute toward the 35-hour work requirement.

5.2.2 RCA, Former RCA participants, and CalWORKs participants

5.2.2.1 RCA and former RCA participants are required to have 32 hours per week of WtW activities per single or married individual.

5.2.2.2 Former CalWORKs participants, who are ineligible for PES and PTL services, and Non-Aided refugees are required to have 32 hours per week of WtW activities per single or married individual.

5.2.2.3 Former RCA participants currently receiving GR are required to participate in 20 hours per week of WtW activities.

5.3 REP Time Limit

5.3.1 Participants may be eligible to receive ongoing WtW services under REP for up to 60 months from DOE into the U.S. Program time limits may be increased or decreased based upon funding availability and/or at the discretion of the County.

5.3.2 Contractor will determine the time-eligibility for RCA, CalWORKs, Former Cash-Aided, and Non-aided through any public assistance programs, by reviewing/tracking the participant's DOE into the U.S. as indicated on the USCIS I-94 Form or on any other acceptable documentation/verification depending on immigration status.

- 5.3.3 Contractor will count the arrival month as the first month of eligibility in considering the full 60 months of participation, as the arrival month posted on the USCIS I-94 Form or on any other acceptable documentation/verification depending on immigration status.

For example: Participant entered the U.S. on 01/15/2020. Participant applied for aid on 06/01/2020 and would exhaust their 60 months of service effective 12/31/2025. Month of eligibility is counted as of arrival month of 01/2020 as opposed to the application month.

- 5.3.4 Contractor will ensure participants are notified the month prior to exhausting services, of termination of their services.

5.3.4.1 If the participants continue to be eligible for WtW services, the Contractor will notify participants that their case will be transferred to a GAIN office a month prior to exhausting REP services.

5.3.4.2 Inform RCA participants in the month prior to reaching their 12th month of the RCA time limit of their option to apply for GR as of the first business day after their RCA cash assistance has terminated. The Contractor will document the electronic case record of an offer of GR assistance service.

5.3.5 Case Termination

5.3.5.1 Contractor will ensure comprehensive case documentation of termination reason is annotated in the CalSAWS Journal page.

5.3.5.2 Contractor will ensure the case is deregistered and processed timely, per existing deregistration policy and procedures.

5.3.5.3 Contractor will ensure all applicable advance supportive services (Transportation/Ancillary/Childcare, etc.) are authorized prior to the case transfer.

5.3.5.4 Contractor will ensure all case documentation is scanned into the electronic case record and transfer procedures are followed, per existing case transfer policy and procedures. See SOW Section 3.13 for more information.

5.4 Service Payment for Ineligible Refugees

- 5.4.1 It is the responsibility of the Contractor to review each case prior to providing benefits and/or issuing any supportive services payments to ensure the participant meets all program eligibility requirements.

- 5.4.2 It is the responsibility of the Contractor to ensure services are provided to REP eligible participants only.
- 5.4.3 Contractor will not bill the County for payment for any case management or related service provided to refugees not eligible for the program.
- 5.4.4 Contractor is responsible for ensuring all supportive services issued in error are reported to the County.
- 5.4.5 Contractor will not bill the County for work related to the recoupment of supportive services issued to non-eligible participants.
- 5.4.6 Contractor understands and agrees that the County will not provide payment for employment services, supportive services, administrative costs and any other cost related to a non-eligible participant.

6.0 SPECIFIC ACTIVITIES

Contractor will provide all program services based on the REP RCA/CalWORKs policy and procedures, which are described below.

6.1 Appraisal/Intake

- 6.1.1 Participants are required to participate in the appraisal as specified in California CDSS Chapter 42-700 Welfare-to-Work, Section 42-711.522, (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 1]).
- 6.1.2 Contractor will conduct a one-on-one appraisal/intake interview, either in-person or via Telephone and/or Electronic Signature system for all REP participants establishing REP eligibility, which will include, but is not limited to the following:
 - 6.1.2.1 A description of the program requirements and available flexibility for participating in WtW activities as well as obtaining all necessary missing supporting documentation, for the case file.
 - 6.1.2.2 An overview of the process for providing services; a description of the WtW program goals, program flow, and available activity components; and availability of supportive services such as childcare, transportation, ancillary/work-related expenses, diaper payments, etc.
 - 6.1.2.3 Mapping out the participant's program flow and duration based on the CalWORKs or non-CalWORKs program rules and requirements.

- 6.1.2.4 Completion of the Refugee Resettlement Program Service Application and Assessment Information (RS-1) form for every new participant not known to CalSAWS or the current system, and for those deregistered participants who are re-entering the program.
- 6.1.2.5 A description of the participant's rights, duties, and responsibilities.
- 6.1.2.6 Explain the financial and social benefits of working.
- 6.1.2.7 Assess and gather information associated with the participant's employment history and skills, the need for supportive services, employment goals, and identification of any individual and/or family barriers that may impede family self-sufficiency and participation in WtW activities.
- 6.1.2.8 Explanation of the CalWORKs 60-Month Time Clock for CalWORKs participants, Good Cause, Exemptions, and PTL services, if eligible.
- 6.1.2.9 An evaluation of the participant's immediate supportive services needs and ensuring that participants are provided with the necessary supportive services to participate in their assigned activities.
- 6.1.2.10 An overview of Self-Initiated Programs (SIP) activity for CalWORKs participants enrolled in private for-profit postsecondary educational system.
- 6.1.2.11 An overview of SB 1232: participant's ability to enroll in a public post-secondary educational institution at any time, the ability to attend the educational activity for the entire time they are in REP as long as they are in good standing with the educational institution they are attending, and the ability to change their field of study/major.
- 6.1.2.12 Inform all participants of available MH, DV, SUD, and FS services.
- 6.1.2.13 Conduct a screening for SSS (i.e. MH, DV, SUD, or FS for CalWORKs participants).
- 6.1.2.14 A review of the Confidential Domestic Violence Information sheet which should be signed by every participant. (See Exhibit B, Technical Exhibits, Exhibit B-8).

- 6.1.2.15 Inform participants of available waivers for DV victims.
- 6.1.2.16 A copy of the DV Referral Information Brochure must be provided to the participant. (See Exhibit B, Technical Exhibits, Exhibit B-8).
- 6.1.2.17 Screen for MH and/or SUD using the Screening for Substance Use Disorder and Mental Health form.
- 6.1.2.18 Learning Disability (LD) screening, when applicable.
- 6.1.2.19 Identify participants who are potentially eligible for the Home Visiting Program (HVP); inform all eligible participants about the program; and provide the CW 2224, CalWORKs Home Visiting Program Informing Notice and Opt-In Request Form, and the PA 6212, Home Visiting Program Flyer to the participants.
- 6.1.2.20 Development of a Family Self-Sufficiency Plan (FSSP) for every family member in the household. See SOW 6.2 for additional information.
- 6.1.2.21 Conduct a mandatory FS screening with the Online CalWORKs Assessment Tool (OCAT) to determine if CalWORKs participants require a referral to FS services.
- 6.1.2.22 If discovered/determined that the CalWORKs participant does not possess a high school diploma (HSD) or equivalent, the participant is given the opportunity to earn an HSD or equivalent as the primary activity before any other WtW activities are assigned.
- 6.1.2.23 An explanation of expungement services.
- 6.1.2.24 Ensure to manually track secondary migration information for all participants who originally resettled in a state other than California.

6.2 Family Self-Sufficiency Plan (FSSP)

- 6.2.1 The FSSP seeks to evaluate the fiscal needs of each family, assess the monetary amount needed for the family to become self-sufficient and document a plan for each family member. The completion of the FSSP is mandatory for refugee households who participate in the program.

- 6.2.2 Contractor must complete the initial FSSP within 30 calendar days of the refugee household's approval for aid as posted by the County. In addition, Contractor shall revisit the FSSP minimally at six-and twelve-months post REP enrollment.
- 6.2.3 Contractor will contact the resettlement agency (RA) who resettled the participant and the participant's family to obtain specific data associated with the participant's Family Self-Sufficiency Assessment conducted upon resettlement in Los Angeles County. The RA Family Self-Sufficiency Assessment will be used as the foundation for developing the FSSP.
- 6.2.4 Contractor will develop an FSSP (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]) for each family member of the household, which is an integral part of the Appraisal. The FSSP must include the following:
 - 6.2.4.1 A determination of the income level a family would have to earn to exceed its cash grant and move into self-sufficiency;
 - 6.2.4.2 A strategy and timetable for obtaining that level of family income through job placement of a sufficient number of employable family members at sufficient wage levels;
 - 6.2.4.3 Employability plans for every employable member of the family;
 - 6.2.4.4 A plan to link elderly family members with senior services and language skills;
 - 6.2.4.5 Assess each individual member of the family in the household, including children and/or any other member of the family in the household that can benefit from RSS in order to facilitate economic self-sufficiency, family stability and community integration for the household;
 - 6.2.4.6 Ensure that the FSSP leads to the subsequent referral to services, including but not limited to ORR-funded programs, other State and federally funded programs, and community programs; and
 - 6.2.4.7 A plan to address the family's social service needs that may be barriers to self-sufficiency.
- 6.2.5 Contractor will complete the FSSP as follows:
 - 6.2.5.1 General Case Information

- a) Date the FSSP is completed;
- b) Name of participant and case number;
- c) Spouse's name, if applicable;
- d) Identify the type of cash benefit the individual/family is receiving;
- e) Effective date cash aid is approved;
- f) Date of arrival, per I-94 document;
- g) Date assigned to RCM;
- h) Date enrolled to REP;
- i) Appraisal date;
- j) RCM's name;
- k) Start date of first activity; and
- l) Any other information deemed necessary by the County.

6.2.5.2 Section A: Family Information/Budget

- a) Name(s) of each household member and their identifying information (i.e., alien number, relationship to participant, age, and, if approved, cash benefit being received).

CalWORKs eligible participants: Two-parent households will have total grant amount reported once for either employability plan.

Non-CalWORKs eligible participants: Spouses will have their individual grant amounts reported under their employability plan separate from the participant's employability plan.

- b) CalFresh (food stamp) allotment amount is based on family income and expenses.
- c) Employment income, if applicable, is considered any wages earned via full-time/part-time employment, self-employment, On-the-Job Training, Work-Study and paid work experience (subsidized employment).

- d) Other income, if applicable, refers to unemployment benefits, in-kind income, scholarship income, etc.
- e) Family's estimated total monthly expenses.
- f) Total household size (aided/non-aided).
- g) Non-Exempt Maximum Aid Payment, per existing FY CalWORKs payment standards.
- h) Estimated income amount to attain self-sufficiency for CalWORKs/RCA-eligible participants.

To determine the estimated self-sufficiency income amount, the Contractor will use the following formula for CalWORKs and RCA participants:

Non-Exempt Maximum Aid Payment Amount + 1 x 2 + Earned Income Disregard (\$600) = Estimated Self-Sufficiency Income

Example: A CalWORKs Assistance Unit (AU) consists of a mother and two children. The Non-Exempt Maximum Aid Payment (MAP) for an AU of three is \$1171 per month.

Computation: $\$1171 + \$1 \times 2 + \$600 = \$2,944$

The \$1172 (\$1171 + 1) exceeds the MAP for three (\$1171); therefore, \$2,944 is the approximate income amount that would make the AU self-sufficient and ineligible for cash benefits.

- o GR assistance unit consists of a single adult. The maximum aid payment amount for a single GR-eligible participant is \$221.

Computation: $\$220 + \$1 + \$400$ (Earned Income Disregard) = \$621

The benefit amount for a single-adult eligible for GR is \$221 per month. The self-sufficiency amount for a single adult to become ineligible for cash benefits is \$621.

- i) Any other information deemed necessary by the County.

6.2.5.3 Section B: Employment Information - Contractor will document, for each employable family member:

- a) Name(s) of employable family member(s).
- b) Employment information and job title, if applicable.
- c) Employee(s) work experience, if applicable.
- d) Employment barrier(s) to meeting self-sufficiency goal(s).
- e) Education and Skills History (years of study).
- f) Case Manager's employment plan for participant(s).
- g) Determination that employment plan/goal will lead the family to self-sufficiency.
- h) Need for additional resources, referrals, and social services.
- i) Outcomes associated with all social and community needs referrals.
- j) Any other information deemed necessary by the County.

6.2.5.4 Section C: Long Term Employment Goals/Employability Plan

6.2.5.4.1 Contractor will document, for each employable family member:

- a) Assessment date, if applicable.
- b) The long-term employment goal for the family, which consists of the following:
 - (i) Employment goal; and
 - (ii) Expected monthly income or the hourly wage.
- c) Duration for the family to reach self-sufficiency, as determined by the Case Manager and Vocational Assessor.

- d) Assessor's recommended employment plan and service needs.
- e) Any other information deemed necessary by the County.

6.2.5.4.2 For additional details and procedures see Exhibit B, Technical Exhibits, Exhibit B-1 (Link 3).

6.2.6 Contractor will initiate a post-enrollment assessment review of the REP family's initial FSSP minimally at the **6th and 12th months** of receiving services, or when there are changes that will affect the family's progress towards the individual goals identified in the initial FSSP. The post enrollment assessment review shall include:

6.2.6.1 The progress and outcomes towards meeting the short- and long-term goals set in the FSSP and identification of any new barriers hindering participant progress towards goals.

6.2.6.2 Employment status (date of employment, full- or part-time, number of months employed, hourly wage) – employment outcomes for other family members 16 years of age and older will also be documented in case record.

6.2.6.3 A revised employability plan if participant is still enrolled in REP at time of follow-up, if appropriate.

6.2.7 Contractor shall review participants' goals established in the FSSP and determine if the goals have already been met. If participants are no longer actively receiving services, Contractor may attempt to conduct a follow-up assessment, if feasible. Additionally, if at the 6th and 12th month assessment review indicates that the participants had already met their goals, and/or exited from REP are found to be unemployed or underemployed, participant may be re-enrolled in REP and/or referred to other services and resources for assistance, as deemed necessary.

6.3 Self-Initiated Programs (SIP)

6.3.1 A SIP is an approvable post-secondary private for-profit educational program for CalWORKs-eligible participants as required by existing REP/GAIN policies and procedures.

6.3.2 Contractor will assess all CalWORKs-eligible participants for SIP eligibility as required by GAIN policy or as required by existing policies and procedures by:

- 6.3.2.1 At appraisal, assess CalWORKs-eligible participants for SIP eligibility.
- 6.3.2.2 Provide the participant with the forms required to evaluate and determine SIP eligibility.
- 6.3.2.3 Control and monitor for the receipt of all required SIP forms.
- 6.3.2.4 Ensuring all SIP Forms, Service Provider Referral Forms or program applicable forms are included in electronic case records to verify activity start and expected end dates.
- 6.3.2.5 If participant is deemed SIP eligible:
 - a) Approve the SIP;
 - b) Add the corresponding activity on CalSAWS or the current system; and
 - c) Issue advance supportive services, if applicable.
- 6.3.3 Contractor will refer to DPSS ePolicy Form Instruction GN 6141 – Los Angeles County List of Approved SIPs. Contractor can access the listing through the REP/GAIN Online Policy (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]).
- 6.3.4 Non-CalWORKs Participants in SIP Activities
 - 6.3.4.1 SIP activities are **not approved** for non-CalWORKs aided REP participants. Participants may not be engaged in full-time educational programs of higher learning or educational/vocational/certificate programs with completion duration beyond 12 months.
 - 6.3.4.2 For purposes of SIP determination, an educational program of higher learning is defined as an:
 - a) Educational program for which an individual receives an associate, baccalaureate, graduate, or professional degree/certificate; or
 - b) A two-year program which is acceptable for full credit toward a baccalaureate degree; or a one-year training program which leads to a degree/certificate and prepares students for gainful employment in a recognized occupation.

6.3.4.3 Full-time is defined as participating in an institution of higher education as follows:

- a) At least 12 semester hours or 12 quarter hours per academic term in those institutions using standard semester, trimester, or quarter hour systems, or 24 clock hours per week for institutions using clock hours.

6.3.4.4 Non-CalWORKs Participants and Part-Time Educational Programs

6.3.4.4.1 Contractor will refer non-CalWORKs participants with part-time attendance in an educational program, which is to be completed and lead to employment within 12 months, to complete a VOC ASM. This is to determine if the educational program meets the participation requirements noted above. Upon receipt of the GN 6013/6014, Individual Employability Plan, from the vocational assessor, the RCM will review the plan to determine if the part-time educational, vocational, professional or certificate program was approved. If approved, the participant will be allowed to complete the program and be simultaneously assigned to an employment activity (i.e., Flex JCL, WEX, In-House Job Search, etc.) consistent with the plan. If the RCM reviews the plan and the program was found to be ineligible, the Contractor will assign the participant to follow the next activity consistent with the program flow, Exhibit B, Technical Exhibits, Exhibit B-24.

6.3.4.4.2 Participation in an educational, vocational, professional or certificate program will be approved only if assigned as a post-assessment activity as part of an individual employability plan and does not exceed a one-year duration.

6.3.4.4.3 RCA-eligible participants who are enrolled in full-time educational programs of higher learning, professional training or recertification programs lasting beyond 12 months and who decline to participate in activities will be deemed noncompliant; and therefore, ineligible for supportive services.

6.4 Senate Bill 1232 (SB 1232)

Bill impacts CalWORKs WtW post-secondary education activity participation requirements and associated ancillary services. Publicly Funded Post-Secondary Educational Institutions include a wide range of educational institutions, including Community Colleges, State Colleges/Universities, Occupational Schools, Trade and Technical Schools.

This includes online schools that meet the definition of a "publicly funded post-secondary educational institution" or "public institution of higher education," even if the actual institution is located out-of-state.

SB 1232 allows the following educational programs when participants are enrolled/attending: associate's, bachelor's, master's, and doctoral programs, teaching credential and certificate programs, including students with no declared major or certificate program, vocational training. Policy also applies to participants in remedial education including HSD, High School Equivalency Test (HiSET), General Educational Development (GED), English as a Second Language (ESL) who are enrolled in a Community College.

WtW participants enrolled in a publicly funded post-secondary education institution for full-time or part-time will be entitled to receive an advanced standard ancillary service payments for required books and college supplies; will not be required to participate in the initial JCL/job search activity; will receive set hours of study time for each academic unit enrolled for purposes of calculating WtW hourly requirements; and correctly update in CalSAWS or the current system to identify/track these cases. Refer to applicable GAIN policy for details.

6.5 Job Club (JCL)

6.5.1 JCL is a four-week activity beginning with an orientation during the first week, which includes a series of motivational techniques, introductory overview of program services, information regarding community resources and referrals, and job-finding skills classes/workshops. The orientation is followed by three weeks of active supervised job search. This program is provided by the Los Angeles County Office of Education via the County-approved Job Readiness and Career Planning Services contractor. Services are provided in a multilingual in-person or hybrid classroom setting throughout Los Angeles County.

6.5.2 Contractor will refer participants to the County-approved JCL contractor based upon their appraisal/intake, English language proficiency assessment, and CalWORKs or non-CalWORKs program requirements; however, this is not required as the first activity post appraisal for CalWORKs participants who are interested in attending a

publicly funded post-secondary institution. Nonetheless, refer to the existing GAIN policy for details.

- 6.5.3 Participants not meeting the program weekly hour requirement will be referred to job search activities.
- 6.5.4 CalWORKs participants will be able to enroll in JCL/JSR at any point during their time on aid without time limitations.
- 6.5.5 Contractor will ensure participants are provided with the necessary advanced Supportive Services to meet their JCL/JSR activities.
- 6.5.6 Contractor will, at the time of assignment:
 - a) Schedule the participant to attend JCL/JSR.
 - b) Open JCL/JSR activity on the CalSAWS or the current system.
 - c) Ensure required referral form(s) are completed.
 - d) Issue advance supportive services as needed.
 - e) Document all case action on the CalSAWS or the current system.
 - f) Control/monitor for on-going participation and progress per existing policy, see Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3].
- 6.5.7 Bypassing JCL for RCA Participants
 - 6.5.7.1 Contractor will evaluate on a case-by-case basis special circumstances where the RCA Flow of Orientation to JCL may not meet the participant's unique needs. A determination to shorten or bypass JCL/JSR will be made by the RCM, participant, supervising Case Manager and **must** be approved by DPSS Program staff.
 - 6.5.7.2 RCA participants may be allowed to bypass JCL if one of the following is met:
 - a) Employed full-time;
 - b) Self-declared via the PA 1913; or identification through the GN 6140A, Screening for Mental Health and Substance Abuse Instructions for GAIN Staff Use Only, (See REP/GAIN Online Policy), (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]) of a need for immediate counseling or treatment services for DV, MH

or SUD; or identification through the PA 1923, reverse referral;

- c) Exempt volunteer participants who cannot participate due to a disability or other valid documented exemption;
- d) 19 years old and has not yet earned a high school diploma or equivalent certificate;
- e) Referred to a Learning Disability Evaluation;
- f) Participant with U or T-Visa without work authorization; or
- g) In any instance in which the RCM identifies another reason not listed above for bypassing JCL, on a case-by-case basis and in conjunction with DPSS, will determine if it would be beneficial for the participant not to attend JCL.

6.5.7.3 Whenever an RCA participant meets the criteria for bypassing JCL, and if **approved** by DPSS Program staff, the Contractor will refer the participant to VOC ASM, Clinical Assessment, and/or In-House Job Search (IHJS) (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]); in accordance with current policy.

6.6 In-House Job Search (IHJS)

6.6.1 IHJS is a short-term bridging activity aimed to assist participants with meeting their 20/30/32/35 weekly hour participation requirement. IHJS is focused on helping participants find employment.

6.6.2 IHJS will be conducted at the Contractor's site.

6.6.3 Contractor's designated BSS will supervise IHJS. Supervision may consist of:

- a) Face-to-face supervision;
- b) Phone conference; or
- c) E-mail correspondence.

6.6.4 Contractor must ensure the BSS follows IHJS guidelines, pursuant to an existing IHJS policy (See Exhibit B, Technical Exhibits, Exhibit B-1

[Link 3]) and Job Development Handbook (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 4]).

6.6.5 When a participant is referred to IHJS, the RCM must generate a “Service Provider Referral Form” on the CalSAWS or the current system and add the activity.

6.6.6 Hours and Duration

6.6.6.1 An RCM assigns a participant to work with the agency's designated BSS for a total of 32 hours a week for GR/RCA participants, or 20/30/35 hours per week for a CalWORKs household, as applicable.

6.6.6.2 The hours of participation will consist of hours working directly with the BSS and hours focused on submitting applications and participating in scheduled interviews. Contractor's BSS will maintain a tracking system of the participants who were referred, received services, and who secured gainful employment through their efforts.

6.6.6.3 The duration of IHJS is based on the employment plan, services needed, and the amount of time the participant has attended JSR activity.

6.6.7 Contractor will provide the participant with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance the participant's capacity to move towards self-sufficiency.

6.6.8 Contractor will offer the participant an opportunity for a direct job referral to prospective employers using the GAIN 251, GAIN/REP Job Development Authorization for Release of Information, (See Appendix B, Technical Exhibits, Exhibit B-4).

6.6.9 Contractor will ensure that IHJS includes any activity that is determined to be necessary for the participant to obtain or prepare for employment. The activities are directed, monitored, verified, and documented by the assigned BSS. Activities vary on a case-by-case basis.

6.6.10 The activities include:

- a) Creating a job search plan;
- b) Contacting potential employers;
- c) Looking for suitable job openings;

- d) Making contact with potential employers;
 - e) Interviewing for jobs;
 - f) Preparing a resume and/or cover letter;
 - g) Completing job applications;
 - h) Submitting resumes;
 - i) Providing instruction for workplace expectations;
 - j) Life skills training;
 - k) Soft skills training;
 - l) Drug testing for a specific job classification;
 - m) Taking tests to qualify for specialized certificates;
 - n) Attending job fairs and recruitments;
 - o) Tracking all participant-related activities as described in the Job Development Handbook, Section 311 (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link4]); and
 - p) All other activities that prepare a participant to meet with a business as described in the Job Development Handbook, Section 312 (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 4]).
- 6.6.11 Contractor will monitor, verify, and document all time spent in an IHJS activity by the Contractor's BSS according to County policy requirements.
- 6.6.12 Contractor will verify and document all time spent in Job Search activities using the GN 6367, In-House Job Search Activity Log, GN 6367-1, In-House Job Search Timesheet and GN 6367-3, Employer Contact Daily Log, (See Exhibit B, Technical Exhibits, Exhibit B-10, B-11, and B-12), to record the participation and progress of the participant.
- 6.6.13 Contractor will document all contact, regardless of method, on the Job Search Activity Logs.
- 6.6.14 The BSS must provide assigned RCMs with a copy of the completed IHJS forms for each of their participants upon completion of the activity.

6.6.15 Job Fairs

- 6.6.15.1 Job fairs are an extension of case management for participants, providing opportunities to meet more than one employer/recruiter at one convenient location. In addition, job fairs allow BSS the opportunity to provide potential employers with a large pool of qualified candidates.
- 6.6.15.2 Contractor will ensure BSS staff work in partnership with other Job Development Cluster partners and agencies in organizing job fairs by sharing and maximizing resources to enhance job opportunities for participants.
- 6.6.15.3 Contractor will refer participants to existing or upcoming job fairs within the community to meet with potential employers.

6.7. Vocational Assessment (VOC ASM)

- 6.7.1 Contractor will refer participants who have not obtained full or part-time unsubsidized employment by the fourth week of JCL, to a County-approved VOC ASM provider for completion of a VOC ASM. The VOC ASM is a one-day activity.
- 6.7.2 Contractor must utilize the WtW Employment Plan established by the results of the VOC ASM for referring the participant to post-assessment WtW activities. Results of the VOC ASM must be updated in CalSAWS or the current system to establish the WtW Employment Plan. Refer to current GAIN policy for details.
- 6.7.3 VOC ASM Referral Eligibility Conditions

Contractor will refer participants for a VOC ASM when one of the following conditions exists:

- a) No employment is found upon completion of JCL;
- b) The participant has been allowed to bypass JCL because it was determined that JCL would not be beneficial to the participant; or;
- c) The participant is employed part-time but needs to be assigned to a concurrent activity to meet their weekly hourly requirements.

VOC ASM is not required for a CalWORKs participant enrolling in publicly funded, post-secondary educational institutions. Nonetheless, refer to existing policy.

6.7.4 VOC ASM Requested from JCL

During the third week of JCL, the JCL contractor will contact the RCM via telephone, e-mail, or other means to request for a participant to be assigned to VOC ASM and will be processed as follows:

- 6.7.4.1 RCM will open a VOC ASM activity on the same day, using existing procedures to generate the GN 6006, Service Provider Referral;
- 6.7.4.2 RCM will annotate in the top, right-hand corner of the GN 6006 if the participant is “CalWORKs” or “RCA”;
- 6.7.4.3 RCM will fax or electronically submit the GN 6006 referral to JCL staff within 24 hours of adding the activity; and
- 6.7.4.4 JCL staff must submit the GN 6006 referral to the assigned VOC ASM provider to request the assessment.

6.7.5 Completion of the VOC ASM

- 6.7.5.1 The assessment service provider will record the assessment results on forms provided by the County. Copies of forms will be filed and electronically imaged in the participant’s file and a copy will be e-mailed to the appropriate RCM with a copy to the Regional Assessment Liaison within five business days of the participant’s initial assessment interview.
- 6.7.5.2 The assessment service provider is required to maintain a copy of the assessment file for a period of five years unless County’s written approval is given to dispose of such material prior to the end of such period.
- 6.7.5.3 The assessment service provider will be available to discuss and provide assessment results to Contractor staff.
- 6.7.5.4 Contractor will electronically image the form into the participant’s file.

6.7.6 Third-Party VOC ASMs

- 6.7.6.1 If the assessment service provider and participant are unable to reach an agreement on the development of an employment goal and/or plan, the assessor will inform the Contractor using GN 6013 and GN 6014 within five business days. The notice will state the nature of the dispute and describe the issues involved.

- 6.7.6.2 If the RCM and the participant believe an activity not listed in the employment plan is better suited for the participant, the RCM will contact the assessor to discuss an amendment to the plan. Using professional judgment, the assessor may agree to the amendment, if it is in line with the participant's employment goal.
- 6.7.6.3 Upon referral by the County, the assessment service provider acting as the third-party will review the employment plan and make appropriate recommendations. The original assessor must be available, upon request, to discuss and provide assessment records to the third-party assessor.
- 6.7.6.4 Per State regulations, the results of the assessment conducted by the third-party assessor will be binding upon the County and the participant and will be used by the Contractor to develop the appropriate employment plan for the participant unless the participant files a request for a State hearing.

6.7.7 VOC ASM Amendments

- 6.7.7.1 If the employment plan requires a minor change that seems to be in-line with the scores/educational background of the participant and the participant agrees, the RCM will contact the assessment service provider for approval and to make the change in-house.
- 6.7.7.2 If the change is complicated, such as when the participant has enrolled in an educational program that does not fit with their scores/educational background, or if the RCM and the participant believes an activity not listed in the employment plan is better suited for the participant, then the RCM will contact the assessment service provider to discuss an amendment to the plan. Using professional judgment, the assessor may agree to the amendment if it is in-line with the participant's employment goal.
- 6.7.7.3 If the assessment service provider does not agree with the amendment, the amendment request will be denied and sent back to the Contractor. The Contractor will contact the County to address/resolve the issue.
- 6.7.7.4 Most employment plans may be amended in the first 30 business days, based on extenuating circumstances; nevertheless, amendments to the plan can be made any time during the 12-month period after the plan is signed.

- 6.7.7.5 VOC ASMs are not required for CalWORKs participants enrolling in publicly funded post-secondary institutions. Also, amendments to employment plans are not required when participants change majors or publicly funded post-secondary institutions.

6.7.8 Reassessments

Contractor may refer a participant for reassessment during the 12-month period after the initial assessment. The County-contracted assessment service provider will conduct VOC ASMs. The Contractor will make referrals for reassessment under the following conditions:

- 6.7.8.1 A participant will be referred for reassessment whenever she/he fails to obtain employment after completion of all activities included in the participant's employment plan.
- 6.7.8.2 Referrals for reassessment will also be made when it is deemed necessary by the RCM. Such additional reasons for reassessment may include, but are not limited to, the following:
- a) When participants experience difficulty completing the employment plan recommendations;
 - b) When special circumstances were not identified during the original assessment process that would preclude the participant from completing the employment plan activities (e.g., participant allergic to materials in the training environment);
 - c) Unavailability of the training facilities required for completing the employment plan and no other vocational training contractor is available within reasonable proximity to provide the required training; and/or;
 - d) When the assessment service provider has insufficient information to approve an amendment or additional testing is needed.
- 6.7.8.3 The reasons provided for reassessment will serve as guidelines for determining what actions the assessment service provider will take during the reassessment. After reviewing the participant's employment plan and any progress in achieving the employment goal, the plan will be revised as required.

- 6.7.8.4 All timeliness and processing requirements applicable to processing initial assessments are applicable to processing reassessments.

6.7.9 Career Assessment

Contractor will refer participants for a career assessment with a County approved vocational assessor upon obtaining employment. The assessor will evaluate the participant and provide the career assessment, which is a plan that includes connecting participants to appropriate career pathways.

6.7.10 Learning Disability Diagnosis Evaluation & Assessment

- 6.7.10.1 A Learning Disability Diagnosis Evaluation is a formal identification of the specific nature of a learning disability, or a co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance, and vocational interests that are associated with learning disabilities evaluation/screening.

- 6.7.10.2 Contractor will refer participants for a Learning Disability Diagnosis Evaluation and Assessment with a County-approved vocational assessor when a learning disability is disclosed by the participant or if determined to benefit the participant. This may be done pre- or post-assessment. The Contractor will refer to REP/GAIN policy for referral procedures. The learning disability assessor will perform the evaluation and assessment.

- 6.7.10.3 Currently, LD screening tools are **not** available for non-English and non-Spanish speaking participants. Please refer to current LD policy.

6.8 Specialized Supportive Services (SSS)

- 6.8.1 CalWORKs WtW participants may receive treatment and SSS to help overcome barriers to employment due to DV, SUD, and MH issues through a County direct referral or a reverse referral. The PA 1923, CalWORKs Treatment/Services Verification, also known as the “*Reverse Referral*,” is used by CalWORKs contracted DV, MH, SUD, or directly operated treatment service providers whenever a participant begins receiving treatment services without a direct referral from the County or the Contractor’s RCMs.
- 6.8.2 Participants that have been identified by their Eligibility Worker (EW) as having a need for SSS will be expedited into the program.

- 6.8.3 Contractor's RCMs will re-screen all participants who self-declare or are identified by the EW to be in need of DV, MH, and/or SUD services. The Contractor will follow current SSS policy for screening and referral procedures.
- 6.8.4 Contractor will make immediate (within 24 hours of screening or participant disclosure) referrals to agencies identified by the County to serve CalWORKs participants who need Clinical Assessment (CLA), MH, SUD, DV treatment/services based on the SSS screening, and/or at any time the participant's life situation would reflect a need for these services.
- 6.8.5 Clinical Assessment (CLA)
 - 6.8.5.1 Contractor will identify a participant's need for SSS not only through self-disclosure, or via GN 6140, GN 6140A (See Exhibit B, Technical Exhibits, Exhibit B-7 and B-8), but also through observation, including reverse referral through the PA 1923.
 - 6.8.5.2 A participant identified with a need for DV services will bypass CLA and will be referred directly to a DV service provider.
 - 6.8.5.3 Once CalWORKs eligibility is established, the Contractor will expedite services into the program for a participant with a need for DV, MH or SUD services so that he/she can be re-screened to determine if MH/SUD CLA referral will be made based on current policies and procedures.
 - 6.8.5.4 Participants must be informed that disclosure of DV, MH and/or SUD services needs will be confidential and will not impact their eligibility for CalWORKs or result in an automatic referral to the DCFS. It is essential that the participant is informed at every opportunity of the numerous services available, despite any language barriers.
 - 6.8.5.5 Whenever a participant is identified as needing MH, DV or SUD services after entering REP, the RCM must complete form GN 6138, Identification of participants with Supportive Service's Needs, (See Exhibit B, Technical Exhibits, Exhibit B-6). The GN 6138 is to be forwarded to the appropriate CalWORKs district office. This will ensure that the CalWORKs case is transferred to an SSS Eligibility Worker. The RCM will refer to existing SSS policies for participant referrals.

6.8.5.6 For CalWORKs participants, upon completion of the MH and/or SUD screening, the Contractor will make a MH and/or SUD CLA referral if it is determined that a need exists. All participants not referred to either a MH and/or SUD CLA will be referred by the RCM for participation in an activity per current policy and procedures.

6.8.5.7 CLA for Non-CalWORKs participants

6.8.5.7.1 RCA participants will also be identified for SSS needs through self-disclosure or via GN 6140 and GN 6140A.

6.8.5.7.2 Unlike CalWORKs-eligible, non-CalWORKs participants (RCA eligible) CLAs are limited to County-funded SUD or MH providers. As a result of the limited funds, non-CalWORKs RCA- eligible participants will be placed on a waiting list to receive ongoing SUD or MH services.

6.8.5.7.3 RCA-eligible participants with an emergent MH need will be referred to a County hospital.

6.8.5.7.4 A participant with a need for MH or SUD services will require the RCM to initiate the following:

- a) RCM will contact 211, LA County Info line, either via phone by dialing 211 or the web at www.healthycity.org to assist the participant to identify a non-CalWORKs, County-funded SUD or MH provider.
- b) Upon identifying a non-CalWORKs, County-funded SUD or MH provider, the RCM will contact the provider on behalf of the participant to schedule an appointment.
- c) If a participant is identified as having a MH or SUD issue and he/she initially refuses services, he/she can choose to be referred for services anytime thereafter.
- d) The RCM must have the participant sign a GN 6135, Request for Services/Waiver of Services, (See Exhibit B, Technical Exhibits, Exhibit B-5) each time he/she advises the participant identified as needing MH or SUD

services and that he/she has currently refused services.

- e) A participant will not be deemed in noncompliance in the event the participant is unable to secure services from a non-CalWORKs, County-funded SSS Provider.

6.8.6 Mental Health (MH)

MH services are available to CalWORKs participants to assist them in overcoming barriers to employment and obtaining self-sufficiency.

Contractor will refer participants as having a MH need to MH CLA utilizing existing CalWORKs/GAIN/REP policies and procedures, (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]).

6.8.7 Substance Use Disorder (SUD)

SUD services are available to CalWORKs participants to assist them in overcoming barriers to employment and obtaining self-sufficiency.

Contractor will exempt participants identified as having a SUD need and refer them to a SUD CLA following existing CalWORKs/GAIN/REP policies and procedures (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]).

6.8.8 Domestic Violence (DV)

6.8.8.1 For CalWORKs participants, upon completion of the PA 1913, Self-Disclosure of a DV Situation, the Contractor will inform participants of available DV services to assist them in overcoming barriers to employment and obtaining self-sufficiency. Additionally, the Contractor will review and complete the CW 2199-LA, CalWORKs/Welfare-To-Work Domestic Violence Waiver Request form, (See Exhibit B, Technical Exhibits, Exhibit B-8) with the participant to identify the need for DV services and waivers due to a DV barrier. DV services are based upon a professional DV service provider evaluation, who also determines whether the DV services are included in or out of the WtW Plan. Refer to existing DV policy and procedures for further details Exhibit B, Technical Exhibits, Exhibit B-1 (Link 3).

6.8.8.2 State regulations allow for a past or present victim of DV who is impaired from participating or progressing in employment or a WtW activity, to be eligible for a time limit clock stopper

or extender, depending on when the situation occurred, and a certain waiver of the WtW Plan requirement, per existing DV policy Exhibit B, Technical Exhibits, Exhibit B-1 (Link 3).

6.8.9 Family Stabilization (FS)

- 6.8.9.1 FS provides intensive case management and services to participants and their families who are experiencing an identified barrier that is destabilizing the family and interfering with the participant's ability to participate in WtW activities.
- 6.8.9.2 Participants in FS must have FS/WtW plan. Similar to the WTW2 Form, the GN 6392, Family Stabilization/WtW Plan Agreement Form, records the requirements and details of a participant's FS activity. The FS/WtW Plan allows development of a comprehensive plan that assists the family in resolving the identified barriers.
- 6.8.9.3 Destabilizing situations experienced by the participant can include, but are not limited to the following:
 - a) Homelessness or imminent risk of homelessness;
 - b) Lack of safety due to DV;
 - c) Untreated or undertreated behavior needs, including MH or SUD related needs; and/or
 - d) Other non-medical needs.
- 6.8.9.4 For participants enrolled in the FS program, the Contractor will provide intensive case management and correctly update in CalSAWS or the current system to identify/track these cases. Contracted staff are to have more frequent contact with participants, especially upon initial acceptance into FS services. Example of intensive case management may include, but are not limited to the following:
 - a) Ensure that each family understands the program and services available.
 - b) Provide prompt referrals to appropriate and available community services needed to assist the family.
 - c) Develop a FS/WtW Plan in order to assist the family to regain stability and ultimately enter into a WtW plan.

- d) Frequent and on-going contact with each family, ranging from daily to weekly or less often, depending on the level of need and progress in FS, via phone and/or in-person, along with services providers to determine the effectiveness of service provision.
- e) Assess regular progress toward FS/WtW plan goals and make the necessary changes to improve the family's success in meeting these goals.
- f) Provide WtW program exemption, program deferral, good cause, and/or any other recommendations.

6.8.10 Homeless Support Services

CalWORKs/REP participants identified as homeless are to be expedited into the GAIN Program to receive intensive services in conjunction with intensive homeless case management services provided by CalWORKs Homeless Case Managers (HCM).

- 6.8.10.1 Contractor will ensure that all participants designated as "homeless" or "at risk" of being homeless and needing services are immediately enrolled into the program and given a next day appointment or an appointment date and time that is convenient to the participant, unless technical barriers exist, to ensure participants receive expedited SSS.
- 6.8.10.2 The SSS RCM will coordinate the expedited appointment, assess the participant's ability to participate in, and expeditiously provide case management services.
- 6.8.10.3 The SSS RCM will work in conjunction with the CalWORKs HCM to assist the participant by providing intensive case management focusing on ensuring the participant meets the basic requirements for CalWORKs Homeless Families Programs and assisting the participant with supportive services necessary to find secure and permanent housing until the participant's housing situation is stable.
- 6.8.10.4 The SSS RCM will work with the participant to meet all WtW requirements when required for the participant to qualify for homeless assistance through one of the CalWORKs homeless programs and/or when advised that the participant is being assisted at a County Family Solution Center by the HCM.

- 6.8.10.5 The SSS RCM will keep open communication with the HCM to advise them of the participant's current WtW status.
- 6.8.10.6 The SSS RCM will open the homeless activity which consists of various types of seminars addressing housing barriers, i.e., housing search, life skills, money management, etc.
- 6.8.10.7 The SSS RCM will monitor the CalSAWS Living Arrangements page which may indicate a current homeless status type contact must be made with a homeless participant every 30 days to re-evaluate their living situation. If necessary, the SSS RCM will recommend initiation or termination of non-compliance and sanctions according to current CIA policy and procedures.
- 6.8.10.8 The SSS RCM may grant good cause for up to nine consecutive months to homeless participants whose emergency housing situation is unstable. SSS RCM will contact the participant every 30 days, to discuss their housing situation and ability to participate in WtW activities, including FS per GAIN Homeless Policy.
- 6.8.10.9 The SSS RCM will inform the participant about the Subsidized Employment Program and refer participants who are work-ready and do not have co-occurring disorders.

6.8.11 Specialized Supportive Services for Non-CalWORKs Participants

Contractor will identify specialized supportive services for RCA- eligible refugees. The Contractor will contact the Los Angeles County 211 Information Hotline to identify a County-funded hospital, clinic, or DV provider; or the Los Angeles County DV Hotline at (800) 978-3600.

6.9 Remedial Education (REM)

- 6.9.1 REM refers to basic education or testing preparation courses geared toward obtaining a high school diploma or a GED equivalency, ESL programs, and remedial literacy courses.
- 6.9.2 Contractor will assign remedial education activities to participants, based on either identified needs as part of the VOC ASM or when participants express a desire to complete REM at a public institution.

- Remedial education is limited to services needed to become employed.
- 6.9.3 English language instruction for refugees in RSS-funded activity must meet the following requirements:

- a) ESL instruction must be in concurrence with another WtW activity. (Certain exceptions may apply to CalWORKs participants; refer to current ESL policies and procedures).
- b) ESL instruction will relate to obtaining and retaining employment or specifically associated with the WtW activity included in the individual employment plan.
- c) Participation in REM/ESL will not interfere with employment or employment-related activities.

6.9.4 REM for RCA Participants

RCA and former RCA participants may be eligible to participate in REM only if assigned as a post-assessment activity and the activity meets the requirements for participation in REM.

Stand-alone ESL **is not** an approved activity for RCA, former and non-aided participants.

6.10 Vocational Education and Training

6.10.1 Vocational education and training include but is not limited to, occupational skills training at community colleges, adult schools, trade schools, regional occupational centers, and regional occupational programs. Participants typically receive a certificate of completion. Participation in a vocational education and training program is intended to lead the participant to gainful employment and career growth.

6.10.2 Vocational education and training can include Vocational English as a Second Language (VESL) programs. VESL programs are vocational programs designed to develop language skills for non-English or limited English-speaking participants in the context of career planning and preparation in a determined field of employment.

6.10.3 Contractor will follow referral criteria and education and training time limits as set forth in the REP/GAIN policies and procedures.

6.10.4 Job Skills Training (JST)

6.10.4.1 JST is an activity for CalWORKs participants who do not complete their vocational education and training program within 12 months and required criteria is met.

6.10.4.2 Contractor will ensure participants are transitioned from the VOC activity to the JST activity on the first business day of the month following the participants' completion of the

12-month VOC activity. Contractor must comply with existing JST policies and procedures.

6.11 Vocational English as a Second Language (VESL)

6.11.1 VESL is an intensive instruction program designed to develop English language skills in the context of career preparation in a specific field. Typically, VESL programs are multilevel vocational ESL courses that may be taken by a participant prior to or concurrently with enrollment in a vocational/career preparation course.

6.11.2 Contractor will refer participants for VESL participation to a public VESL program only as a post-assessment activity and as part of an individual employability plan. VESL participation must not exceed a 12-month period.

6.12 Work Experience (WEX)

6.12.1 WEX is an activity in which the participant receives a non-salaried position at a non-profit public or private organization. WEX serves to provide on-the-job training, impart new skills and enhance existing skills. It provides the participant an employment reference when seeking employment. Participants must continue to seek unsubsidized employment while engaged in WEX.

6.12.2 Participation in WEX is approvable when:

- a) The activity is included in the participant's employment plan.
- b) Is intended to lead to employment.
- c) Will be completed in less than one year.

6.12.3 WEX for REP Participants

6.12.3.1 To address the acculturation needs of the refugee population, the Contractor may recruit WEX sites that are sensitive to the needs of the refugee population, with the authorization of the County. WEX employers/providers secured by the Contractor will serve participants referred by the RCMs.

6.12.3.2 Contractor will track all WEX employers/providers. Refer to Exhibit A, SOW, Subsection 9.1, Key Measure #11. The Contractor is responsible for ensuring the WEX employers/providers comply with program requirements.

- 6.12.3.3 Contractor and the WEX employer/provider will enter into an agreement utilizing the REP-1, REP Work Experience (WEX) Worksite Agreement, Exhibit B, Technical Exhibits, Exhibit B-16. The agreement must be completed for each participant assigned to the WEX activity. The completed agreement must be on file with the Contractor within 15 days from the date of assignment to the WEX employer/provider. The signed agreement must be scanned into the participant's case record. Failure to obtain or retain a signed and completed REP-1 agreement by the due date is cause for removing the participant from the activity.
- 6.12.3.4 Contractor will also obtain a completed REP-2, REP WEX Monthly Performance Evaluation and Attendance Verification, Exhibit B, Technical Exhibits, Exhibit B-17, from the WEX employer for each participant.
- 6.12.3.5 Contractor will monitor, verify, and obtain documentation of all actual hours of participation in a WEX activity. The number of hours allowable in WEX participation is subject to the CalWORKs/CalFresh formula. Refer to current policy and procedures for calculation details.
- 6.12.3.6 Contractor will ensure the GN 6365, Monthly Attendance Report Form, Exhibit B, Technical Exhibits, Exhibit B-9 or equivalent form if approved in writing by the County is completed on a monthly basis for each participant assigned to a WEX activity.
- 6.12.3.7 Contractor will evaluate the WEX employer/provider participating in the activity based on the following criteria:
 - a) The delivery of services.
 - b) Total number of participants trained.
 - c) Total number of participants offered unsubsidized employment by the employer.
- 6.12.3.8 Contractor will track their referrals to ensure that the WEX site has a history of providing unsubsidized employment to participants successfully completing their training. If the WEX employer/provider does not reasonably meet the above-mentioned criteria, the employer/provider will be removed from the WEX log.

- 6.12.3.9 DPSS reserves the right to authorize the continued participation of employers/providers which provide WEX services to REP participants. The County may terminate the use of any of the WEX employer/provider that violates any law, rule, or regulation, or fails to meet the performance criteria, or engages otherwise in activities deemed inappropriate.

6.12.4 WEX Time limits

- 6.12.4.1 Participation in a WEX activity will be limited to six months at the assigned WEX site.
- 6.12.4.2 Upon the end of the six-month WEX assignment, participants will engage in a job search activity for a minimum of three weeks.
- 6.12.4.3 In the event employment is not obtained at the conclusion of their six months WEX participation, the participant may extend WEX participation for an additional six months at a different WEX site.

6.13 Transitional Subsidized Employment (TSE)

- 6.13.1 TSE is a time-limited, subsidized, employment program comprised of the following activities: Paid Work Experience (PWE), Specialized Work Experience (SWE), and On-the-Job Training (OJT).
- 6.13.2 The goal of TSE is to assist participants in obtaining hands-on training, employment experience, and the opportunity to learn/enhance employability skills to assist them in obtaining and retaining unsubsidized employment.
- 6.13.3 TSE activities are subject to availability of funding.
- 6.13.4 TSE activities are only available to CalWORKs-eligible participants.
- 6.13.5 GAIN Regional/REP Offices identify work ready CalWORKs/GAIN participants and initiate referrals to the America's Job Centers of California (AJCC)/WorkSource Centers. The AJCC/WorkSource Centers match the participants with the hiring employers based on the participant's existing education, skills and interests.

6.13.6 PWE/SWE

- 6.13.6.1 PWE assignments combine employment with employer-linked education/training programs that are only available to CalWORKs-eligible participants;
- 6.13.6.2 SWE is an employment activity offered to CalWORKs-eligible participants receiving specialized supportive services, i.e., DV, MH, or SUD services;
- 6.13.6.3 Participants are placed in government or non-profit agencies;
- 6.13.6.4 South Bay Workforce Investment Board (SBWIB) is the employer-of-record;
- 6.13.6.5 County pays 100% of the costs;
- 6.13.6.6 Participants are paid minimum wage; and
- 6.13.6.7 Placements up to ten months in duration dependent on funding availability.

6.13.7 OJT

- 6.13.7.1 Participants are matched to the needs of the employer and are expected to be fully work ready.
- 6.13.7.2 Participants are placed in private for-profit, or non-profit agencies.
- 6.13.7.3 Participants may work up to ten months, earning at least minimum wage or employer-selected wage;
- 6.13.7.4 First five months, the County pays 100% of the wages with SBWIB as the employer of record, Workers' Compensation coverage;
- 6.13.7.5 For the next five months, the agency pays the employee wages, Workers' Compensation and Federal Insurance Contributions Act, and is reimbursed at a rate of 60% of each participant's wage, not to exceed a \$20 per hour wage; and
- 6.13.7.6 OJT activity may be available for non-CalWORKs participants depending on availability of RSS funding and
- 6.13.7.7 approval from CDSS/ RPB.

6.13.8 Enhanced -TSE

- 6.13.8.1 CalWORKs Homeless participants are placed through CBOs into PWE/SWE/OJT activities;
- 6.13.8.2 CBOs conduct thorough family evaluations to identify all needs;
- 6.13.8.3 Participants have a flexible period where participants can learn/apply proper work habits in a supportive learning environment;
- 6.13.8.4 Minimum 20 hours per week of participation which may transition to increased hours;
- 6.13.8.5 Opportunity to participate in a Short-Term Vocational Training; and
- 6.13.8.6 Referral to an AJCC/WorkSource Center to assist with job search in unsubsidized employment.

6.14 Community Service (CS)

- 6.14.1 CS is a temporary and transitional activity performed with public or private non-profit organizations. CS activities are intended to enhance or further develop participants with necessary job skills that can lead to unsubsidized full-time employment and ultimately lead to self-sufficiency and may also serve to fulfill a community need.
- 6.14.2 CS may be used concurrently with other allowable activities to meet the CalWORKs hourly participation requirement.
- 6.14.3 CS is approvable when it is consistent with the participant's employment plan and develops or enhances one or more job skills. The Contractor will track CS sites to ensure skills provided are in line with participant's employment plan. The Contractor will refer to Exhibit A, SOW, Subsection 11.5, Key Measure #10 for further details.
- 6.14.4 The CalWORKs/CalFresh Program formula is used to determine the maximum number of weekly hours individuals may participate in CS. The Contractor will refer to existing policies and procedures for calculating the maximum number of allowable hours and the CS referral process.
- 6.14.5 Community Service activities will comply with the non-displacement provisions specified in CDSS' Eligibility and Assistance Standards §42-720

6.15 Work Study (WS)

- 6.15.1 Participation in a WS activity provides an opportunity for CalWORKs students to engage in a work study assignment that, in combination with their hours of education, will enable them to meet their work participation requirement. The availability of WS activities is subject to available funding.
- 6.15.2 Contractor will provide available program marketing tools promoting the benefits of WS to CalWORKs-eligible participants who are enrolled in a community college. If interested, the Contractor will refer students to the community college CalWORKs office for consideration to a work study slot.

6.16 Post-Employment Services (PES)

- 6.16.1 PES are an array of services offered to help participants stay employed and get a better job with sufficient wages to reach self-sufficiency from CalWORKs dependency.
- 6.16.2 The goal of PES is to provide participants with the information, resources, and tools they need to retain unsubsidized employment, improve career potential, and achieve economic self-sufficiency at a living wage prior to exhausting their 60-month CalWORKs time limit.
- 6.16.3 PES provides supportive services and activities for working aided and former CalWORKs participants.
- 6.16.4 Participation in concurrent WtW activities, in addition to employment, is **mandatory** for aided CalWORKs participants working less than 20/30/35 hours per week.
- 6.16.5 Participation in REP activities is **voluntary** for aided CalWORKs participants working at or above 20/30/35 hours per week. Participation in a concurrent education/training or SSS activity is **required** for participants that are former-CalWORKs aided and are working at or above 20/30/35 hours per week.
- 6.16.6 Contractor will contact employed participants receiving PES on a monthly basis to identify potential employment barriers. This contact will include a CalSAWS or the current system case review to compare employment data, an assessment of the participant's supportive service needs, and adequacy of provided services.
- 6.16.7 Contractor will obtain periodic verification of employment from the participant on a monthly basis to verify continued employment and actual weekly work hours.

6.16.8 Life Skills/Acculturation Workshops (LSA)

- 6.16.8.1 Contractor will develop and offer LSA at Appraisal or anytime thereafter or upon request, to provide participants with practical tools for everyday life as well as coping strategies for difficult situations.
- 6.16.8.2 Contractor will include a variety of classes which range from time management to adjusting to changes in the work environment.
- 6.16.8.3 The classes may be assigned as a standalone, bridging activity or a concurrent services activity.
- 6.16.8.4 Additionally, LSA workshops will consist of survival skills and employment readiness activities for refugee participants that address topics such as: landlord/tenant relations, how to open and use bank accounts, how to access public transportation, basic legal education to assist with maneuvering through the system, i.e., labor law, acceptable work environment, gender law and equal rights of employment, acceptable professional work ethics, etc.
- 6.16.8.5 Contractor will ensure the availability of a minimum of one LSA workshop a week with two-hour duration. Topics will be determined based on the appropriateness and need of the participants. The Contractor is required to submit an initial curriculum to the CCPM within 30 days of being awarded the Master Agreement, after which the Contractor must provide updated curriculum to the CCPM on a quarterly basis for review, approval and monitoring. CCPM may request changes to the curriculum based on need.
- 6.16.8.6 Contractor may invite someone from the community, partner organizations, or other relevant agencies to make a presentation to the refugee participants (i.e., workshop on women's rights, legal aid, etc.).

6.17 Job Development and Related Services

- 6.17.1 County developed a Job Development Cluster Model designed to strengthen and enhance collaboration and coordination among DPSS BSS. Job Development regions/offices/agencies have been convened into seven "Clusters", based on geographic locations. The Contractor participation in the Cluster Model is **mandatory**.

6.17.2 The Job Development Cluster Model encourages cooperation and coordination among all workforce partners, which include DPSS, AJCC/Work Source Centers, Employment Development Department, Los Angeles County Office of Education and Los Angeles County Community Colleges.

6.17.3 Business Service Model

6.17.3.1 In direct alignment with the Job Development Cluster Model and its collaboration, DPSS follows the Business Services Model which focuses on identifying the needs of businesses as the best opportunity to provide support for workforce and economic development.

6.17.3.2 Contractor's role in the Business Services Model will include:

- a) Ensure job development staff attend Job Development Cluster meetings with AJCC/Work Source Center staff in order to facilitate networking and job sharing;
- b) Provide participants with information on recruitment activities, including job fairs and special recruitments;
- c) Collaborate with AJCC/Work Source Centers to coordinate possible solutions using existing resources to meet business needs, (e.g., downsizing, expansion); and
- d) Assist with participants' enrollment into the AJCC/Work Source Center system.

6.17.3.3 BSS

6.17.3.3.1 The BSS is an extension of case management and is the equivalent position of a Job Developer.

6.17.3.3.2 Contractor will designate responsible staff to hold the assignment of BSS.

6.17.3.3.3 BSS will identify and prepare potential candidates who can meet business staffing needs. This entails coordinating and/or providing services, which include: staffing and placement assistance, pre-and

interviewing, workforce development, and additional business resource assistance through our partners.

6.17.3.3.4 Contractor will ensure that BSS staff track and submit the job referrals made to the Cluster Coordinator **on a monthly basis**. Job openings are received and distributed by the Cluster Coordinator, from the GAIN/START mailbox, which receives job openings from Los Angeles County Contractors.

6.17.3.3.5 The BSS will regularly interact with the business community in order to cultivate and maintain the relationships that provide our participants with job opportunities.

6.17.3.3.6 Contractor will ensure the BSS staff complete all mandatory Job Development reports requested by the GAIN Program.

6.17.3.3.7 Contractor will ensure the BSS staff follow the essential functions/duties and minimum expectations and protocols as outlined in current policy.

6.17.3.3.8 Contractor will ensure the BSS staff attend all mandatory trainings, including but not limited, to the Annual Business Services Specialist Conference.

6.17.4 The dual role of the BSS is to help businesses reach their goals by providing qualified candidates who can do the job. In doing so, DPSS achieves its goal, which is to help participants reach economic self-sufficiency through employment.

6.18 Post-Time Limit Services (PTL)

Through the GAIN Program, the County offers Post-Time Limit (PTL), employment related services, to participants who have transitioned off CalWORKs benefits as a result of exhausting CalWORKs Time Clock. PTL services are subject to availability of funds. PTL services are available only to CalWORKs participants whose children continue to receive CalWORKs benefits. The Contractor will determine participant eligibility to PTL services, and refer the participant, as appropriate. PTL services and time limits are based on current policy and procedures.

6.19 Home Visiting Program (HVP)

- 6.19.1 The HVP allows counties to provide home visiting services to a member of a CalWORKs assistance unit who is pregnant or a parent/caretaker relative of a child aged 0-24 months at the time of enrollment.
- 6.19.2 Cases can be sanctioned, child-only, or exempt. Individuals who have applied for CalWORKs are eligible for HVP while CalWORKs approval is pending. If the CalWORKs application is denied after HVP enrollment, the denied applicant may remain enrolled in HVP.
- 6.19.3 GAIN, REP CalWORKs and Cal-Learn participants are eligible.
- 6.19.4 HVP hours count towards the GAIN required participation hours.
- 6.19.5 Participation in HVP is voluntary and participants can enroll at any time within the window of eligibility.
- 6.19.6 Participants already enrolled in and attending other GAIN activities may also request to participate in HVP. Clients may request to participate in the program as an Exempt-Volunteer using the Caring for a Child 23 Months or Younger exemption. The exemption is requested by completing and signing a CW 2186A, CalWORKs Exemption Request Form.
- 6.19.7 Contractor will refer participants to the Department of Public Health to begin the enrollment process per existing CalWORKs/GAIN/REP policies and procedures, (See Exhibit B, Technical Exhibits, Exhibit B- [Link]).

6.20 Case Management Operations and Other Tasks

- 6.20.1 Contractor will schedule all participants for their first and subsequent work activities with **no lapses** between activities.
- 6.20.2 Contractor will ensure that the percentage of participants who are between activities for more than 30 days is no more than five percent of the total number of participants enrolled in REP.
- 6.20.3 Contractor will be responsible for providing tracking and reporting of services through effective case management.
- 6.20.4 Contractor will provide case management tasks which include, but are not limited to:

- 6.20.4.1 Referring or assigning the participant to the appropriate work-related activity, as demonstrated in the REP flow charts. Generate and complete necessary documents required for the participant to participate in their assigned activity.
- 6.20.4.2 Providing social services by providing detailed instructions to ensure the participant understands the purpose of the program, motivate and guide participants through the employment process, ensuring full disclosure of participant's rights and responsibilities, and answer any questions and/or address any concerns that may have risen as a result of further acculturation needs.
- 6.20.4.3 Assessing the participant's transportation and ancillary service needs. Contractor will, via CalSAWS or the current system, issue transportation or supportive service payments within the County's issuance approval guidelines in order for the participant to engage in assigned activities or to accept or retain work. In order to reduce employment barriers, Contractor will provide the level of required administrative services necessary to facilitate the transportation and other ancillary supportive services for the participants. Contractor will issue all transportation and ancillary supportive services in advance of the participant starting their activity. Contractor will offer alternative forms of transportation when conventional forms of transportation are not available.
- 6.20.4.4 Ensuring that all CalWORKs REP participants are screened for potential barriers to employment as stipulated by the FS Program policy. (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]).
- 6.20.4.5 Providing intensive case management to all CalWORKs participants who have been identified with a barrier(s) through the FS Program as specified by State and County FS Program policy.
- 6.20.4.6 Confirming that childcare has been secured by the participant before mandating participation in WtW/REP activities. If the participant requests childcare, no negative action may be taken due to non-participation in assigned activities until childcare has been secured by the participant.

- 6.20.4.7 Referring participants, at any time in the WtW flow based on the participant's request, self-disclosure or obvious signs of problems, to the County identified agencies that are required to serve participants who need MH, SUD, or DV treatment/services.
- 6.20.4.8 Making contact (face-to-face, via phone, mail correspondence or e-mail) with each participant at least once a month, including when the participant is employed, to assess the participant's needs and identify barriers prior to a lapse in activities occurring.
- 6.20.4.9 Ensuring proper case maintenance and taking corresponding action of any contact or follow-up needed with the participant within 24 hours, which may include automated and/or manual action.
- 6.20.4.10 Making recommendations for County actions on cases, such as decisions affecting aid, determining exemptions, cause determination, and sanctions. Contractor's staff will recommend non-compliance and inform County of their recommendation within one working day in accordance with program policy.
- 6.20.4.11 Reviewing cases upon request from DPSS. The purpose is to review the application of program policy and procedures and the use of the CalSAWS or the current system in an effort to maintain program integrity.
- 6.20.4.12 Documenting at least quarterly, at point of employment information/verification (Verification of Employment), tracking employment retention, hourly participation adjustments and/or any other actions taken, in CalSAWS or the current system.
- 6.20.4.13 Utilizing Monthly REP Ad Hoc Caseload Report to verify and balance RCM's caseload.
- 6.20.4.14 Documenting attainment on the 90th day for each participant who enters employment, regardless of the participant is receiving REP services.
- 6.20.4.15 Contractor will ensure that a complete electronic case record is maintained on CalSAWS or the current system. Contractor will ensure the electronic cases meet CalSAWS Imaging Solution requirements. Documents to be included

in the electronic case record will include, but are not limited to, the following:

- a) All NOAs.
- b) The Employment Plan.
- c) Completed FSSP.
- d) Completed OCAT and FS Program Agreement Plan, as appropriate.
- e) The vocational and/or career assessment.
- f) Case documentation/notes.
- g) Childcare arrangements, referrals, and documentation.
- h) All applicable referral forms related to activity assignments.
- i) Completed and current WtW Plan Activity Assignment (WTW 2), see Exhibit B, Technical Exhibits, Exhibit B-19.
- j) Documentation/verification and justification for supportive services paid and/or denied.
- k) Documentation/verification of weekly hours of participation (progress reports, etc.).
- l) Documentation/verification of actual hours of participation in educational/training related activities.
- m) Documentation regarding any compliance issues, cause determinations, and sanctions recommended.
- n) Documentation of service providers working with the participant or members of the participant's family.
- o) Documentation of social services/acclimation services provided.
- p) Family composition.
- q) Employment information and employment retention tracking.
- r) Documentation of increases/decreases in earnings.

- s) Standard release forms as needed for collateral contacts.
- t) Documentation regarding language needs and how they were resolved, as applicable.
- u) Documentation regarding the method of interpretation used for non-English speakers.
- v) Copies of rights and responsibilities and other forms and documents required in program procedures.
- w) Medical verifications, as applicable.
- x) Other documents may be required by County.

6.21 Exemptions/Extenders

Contractor will request participant exemption utilizing the designated CIA staff within time limits set forth in the policy, as appropriate. Extenders are applicable for CalWORKs participants only.

- 6.21.1 Contractor will provide the CW 2186A, CalWORKs Exemption Request Form, (See Exhibit B, Technical Exhibits, Exhibit B-25) and CW 61, Authorization to Release Medical Information Form, (See Exhibit B, Technical Exhibits, Exhibit B-33) to participants requesting an exemption for disability, pregnancy, and participants taking care of an ill household member.
- 6.21.2 Contractor will obtain verification from participants to substantiate an exemption and submit recommendations for approval or denial of exemptions to County designated staff to make final determinations. Contractor will assist the participant in obtaining verification, if needed. Contractor will notify participants in writing by sending the CW 2186B, CalWORKs Exemption Determination Notice, (See Exhibit B, Technical Exhibits, Exhibit B-25) within 15 calendar days of their request indicating whether the exemption was approved or denied.
- 6.21.3 Contractor will encourage participants granted an exemption to volunteer in the program and explain the benefits of participating as an exempt volunteer. This discussion will be documented on CalSAWS or the current system. Exempt participants can receive transportation, ancillary, and childcare assistance for their approved activities. Exempt participants can get help with finding a job, going to school/training, subsidized employment, etc. Exempt volunteers are not subject to the 20/30/32/35 hour per week activity requirement.

- 6.21.4 Exempt volunteers who do not meet satisfactory progress or attendance in accordance with their WtW plan or stop participating in their agreed activity without good cause will be subject to the compliance process and temporary exclusion from the program. Financial sanctions do not apply to exempt volunteers.
- 6.21.5 Contractor will provide the necessary forms to the CalWORKs participant who requests a CalWORKs 60-month time clock extender.
- 6.21.6 Contractor will obtain verification from CalWORKs participants to substantiate an extender and submit recommendations for approval or denial of extensions to County designated staff to make final determinations. Contractor will assist the participant in obtaining verification, if needed. Contractor will notify participants in writing by sending the appropriate notice within 15 calendar days of their request indicating whether the extender was approved or denied.

6.22 CalWORKs 2.0

The CalWORKs 2.0 initiative is a new approach which is goal-oriented and driven by the needs, circumstances, and aspirations of CalWORKs families. In alignment with the CalWORKs 2.0 strategies, Contractor will implement CalWORKs 2.0 strategies, practices, and tools adopted for use by the County, if requested.

6.23 Development of the WtW Employment Plan

- 6.23.1 Contractor will ensure that participants sign their initial WtW plan, either in-person, via Telephonic Signature and/or Electronic Signature, within 90 days of their approval for CalWORKs cash aid as required by the County.

Note: Participants attending a public post-secondary educational institution must complete/sign a WtW Plan that reflects the education activities, as well as any other activities they are planning on attending/are currently attending. The WtW Plan is to be mailed to the participant unless the participant is in the office. How to complete the WtW Plan needs to be explained by the RCM. The RCM needs to provide assistance with completing the form, as needed. This can include completing or partially completing the form for the participant. A WtW Plan must be:

- a) Mailed with a WtW 8 and a pre-paid postage envelope to the participant 45 days prior to the start of each academic

term/session (semester/quarter) in order for the participant to receive the form prior to the start of school.

- b) Completed, signed, and returned by the participant to the GSW/CCM with proof of enrollment 30 days prior to the start of the academic term/session (semester/quarter).

6.23.2 The WtW plan will include:

- a) Specific activity assignments and services that will move the participant into sustained employment/self-sufficiency;
- b) Required hours of participation required; and
- c) Other details as indicated on the WtW Agreement form that will be provided by the County.

6.23.3 Contractor will ensure that each participant is participating full-time in the WtW activities as outlined by the State, unless exempt or has good cause from the full-time requirement and/or unless granted a State waiver of the WtW program requirements. The Contractor will refer to current policy and procedures for WtW plan requirements.

6.23.4 Appropriate Employability Services and Employment Contractor will determine if employability services, and employment are appropriate in accordance with the following:

6.23.4.1 All activities must be within the scope of the WtW plan and FSSP.

6.23.4.2 Any claim of adverse effect to physical and/or mental health as a result of participating or future participation in activities must be based on adequate medical verification from a physician, or a licensed or certified psychologist. Verification must document the impairment or self-declaration of impairment to the participant's physical or mental health. Participants with DV barriers are not required to provide verification.

6.23.4.3 Participants activity or employment when total daily commuting time to and from home exceeds two hours, not including to and from childcare facility, and it poses a barrier for participation.

6.23.4.4 The employment or activity site must not be in violation of applicable federal, State, or local health and safety standards.

- 6.23.4.5 Activities must not be discriminatory in terms of age, gender, race, creed, color, sexual orientation, national origin, or religious/political affiliation.
- 6.23.4.6 Employment may be part-time, full-time, or seasonal work, if the work meets the standards described in this subsection.
- 6.23.4.7 The wage will meet or exceed State minimum wage laws. The wage will not be substantially less favorable than the wage normally paid for similar work in the labor market.
- 6.23.4.8 The daily/weekly hours of work will not exceed those customary to the occupation.
- 6.23.4.9 Participants will not be required to accept employment if:
 - a) The position offered is vacant due to a strike, lock-out, or other bona fide labor dispute; or
 - b) The participant would be required to work for an employer contrary to the conditions of his existing membership in the union governing the occupation. Employment not governed by the rules of their union in which she/he has membership may be appropriate.
- 6.23.4.10 Employment training must meet local employers' requirements to compete and lead to employment in the market.
- 6.23.4.11 A job offered under the requirements of this subsection, is required to be accepted by the participant without regard to whether the job will interrupt a program of services planned or in progress, unless the participant is currently participating in an on-the-job training or vocational training which is being carried out as part of their approved WtW plan.

6.24 Addressing Barriers to Employment

- 6.24.1 The program includes a variety of services that assist refugees in overcoming a wide range of barriers (i.e., DV, MH, SUD, FS issues for CalWORKs participants, and homelessness) to employment.
- 6.24.2 Contractor will make efforts to ensure that the participants continue to participate full-time in approved work activities by emphasizing

and building upon the strengths of the participants, rather than focusing on limitations and barriers.

- 6.24.3 Contractor will earnestly work with the participants and treatment service providers, as appropriate, to identify the underlying cause of the barriers. In order to resolve personal and other barriers to employment, Contractor must develop a plan to prevent recurrence and setbacks, emphasizing the participant's personal responsibility to oneself; and to provide program options and waivers available.
- 6.24.4 Contractor will utilize training and education resources available to concurrently enroll the participants to upgrade their skills after obtaining a job. Contractor will link employed participants to these resources on a case-by-case basis to help them qualify for promotions or better-paying jobs, with the goal of permanent independence from public assistance.
- 6.24.5 Contractor will ensure the following supportive services are provided and administered appropriately. The tasks in this Subsection 6.24, Addressing Barriers to Employment, are subject to Performance Outcome and Key Measures.

6.24.6 Coordinating Supportive Service (SS) Issuances

Contractor will ensure that participants receive the necessary SS benefits timely, which includes transportation, ancillary supportive services childcare (for eligible Refugee CalWORKs and RCA participants), and diaper allowance payments, that are needed to engage in WtW activities such as educational/training programs and/or to accept and maintain employment. Federal and CalWORKs funds are used for the supportive service payments via CalSAWS or the current system.

6.24.7 SS Payments for Transportation and Ancillaries

- 6.24.7.1 Contractor will ensure all requests for transportation and ancillary supportive services are offered to participants using only County required forms.
- 6.24.7.2 Contractor will assess the appropriateness of the request, including exploring options in meeting the participant's needs. Contractor will request necessary documentation to substantiate the need and the cost of the request from the participant, and document and maintain verification in the participant's case file and CalSAWS or the current system, prior to submitting applicable requests to the CIA staff.

6.24.7.3 Contractor will, upon receipt of a participant's request, determine eligibility, and calculate and approve public transportation authorization within two business days, as stated in existing policy. Contractor will make appropriate referrals to the review team that involves the CIA process, within two business days. CIA staff is to review all ancillary/work-related expense payment requests and make the final approvals.

6.24.7.4 For ancillary benefits, Contractor will request follow-up documentation. When documentation is not provided, the Contractor must follow existing policies and procedures to request creation of an overpayment record.

6.24.7.5 Advance Standard Ancillary Payment

With the passage of SB 1232, participants who are enrolled in a publicly funded posts-secondary educational activity and making satisfactory progress will receive an Advanced Standard Ancillary Payment for required books and school supplies. RCM are required to send a new WTW 2 and WTW 8, 45 days prior to the start of every academic term/session to the participant. The participant is required to return the documents with any changes in enrollment status or educational major at least 30 days prior to every academic (semester/quarter) term.

- a) The Advanced Standard Ancillary Payment must be issued at least ten days before the start of the academic term/session to ensure the participant has the required books and supplies on the first day of class.
- b) If the WTW 2 is not received by the participant within 30 days of the academic term/session, the RCM is required to authorize the Advanced Standard Ancillary Payment to the participant in the same amount that was authorized for the previous term. RCM should contact the participant to see if they received the form.

Note: Proof of enrollment any time before or after the start of the school's academic term/session (semester/quarter) will suffice to issue the Advance Standard Ancillary Payment.

- c) Participants must provide proof of enrollment as verification that they are participating:
- (i) Full-Time Academic Enrollment: Participants enrolled full-time are eligible for the standard payment of \$500 for full-time semester enrollment (12 or more units) or \$350 for full-time quarter enrollments (12 or more units). Ultimately, full-time status is based on the school's definitions of part-time/full-time enrollment.
 - (ii) Full-Time Non-Credit/Certificate Programs: Participants enrolled full-time are eligible for the Advanced Standard Ancillary Payment of \$500. Full-time status is determined based on the number of classroom hours for the program.
 - (iii) Part-Time Academic Enrollment: Participants enrolled in part-time, less than 12 units for the semester, are eligible for the standard payment of \$250 or \$175 for quarter enrollment (less than 12 units). Ultimately, part-time status is based on the number of classroom hours for the program.
 - (iv) Part-Time Non-Credit/Certificate Programs: Participants enrolled part-time are eligible for the Advanced Standard Ancillary Payment of \$250. Part-time status is determined based on the number of classroom hours for the program.
 - (v) Participants may request reimbursement for the actual ancillary costs if it exceeds the standard ancillary payment, they are eligible to as noted above. The participant must provide an itemized list of the books and supplies needed to determine the actual advance/reimbursement requested. If reimbursement is required, the participant must provide receipts to determine the actual cost of the books and supplies over and above the Advanced Standard Ancillary Payment.
 - (vi) Participants enrolled at a private-for-profit educational provider are issued ancillary payments in accordance with current ancillary policy and are not eligible for the Advanced Standard Ancillary Payment.

- 6.24.8 Childcare supportive services for CalWORKs participants are available for 12 months of continuous, full-time service upon cash aid approval. Participants are not required to be employed or in WtW activity to qualify for childcare services. RCM staff must confirm that childcare has been secured before mandating participation in WtW activities. RCMs cannot take a negative action due to non-participation in the WtW program until childcare is secured. Contractor must follow current policy and procedure for childcare supportive services.
- 6.24.8.1 Contractor will ensure all requests for childcare services are offered to CalWORKs-eligible participants using County required forms and properly document the offer in CalSAWS or the current system.
- 6.24.8.2 Contractor will timely/same day refer participants with childcare needs to the appropriate Resource and Referral/Alternative Payment Program (R&R/APP) agency designated by County to establish childcare arrangements, as needed.
- 6.24.8.3 Contractor will assist the participants to resolve any subsequent childcare problems and work with the participants, the R&R/APP agency, and the County to ensure that childcare is not a barrier to employment or WtW activity engagement for participants.
- 6.24.8.4 Contractor will document childcare arrangements, referrals and assistance given to participant and electronically file a copy of the completed Child Care referral forms PA 129 and PA 129-1. (See Exhibit B, Technical Exhibits, Exhibit B-15).
- 6.24.9 Professional Attire for Participants
- 6.24.9.1 Contractor will provide information to the participants about appropriate attire for job interviews, work sites, and require the participants to attend activities dressed in work attire.
- 6.24.9.2 Contractor may assist the participants by requesting authorization for ancillary payments for clothing.
- 6.24.10 SS Overpayment/Underpayment
- 6.24.10.1 An overpayment or an underpayment can occur when a *payment or non-payment error* arises with the

participant's request for supportive services, such as childcare, transportation and/or ancillary supportive services.

6.24.10.2 Contractor will comply with Overpayment/Underpayment policy and procedures, as described in GAIN policy, (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]).

7.0 NON-COMPLIANCE

7.1 Encouraging Compliance

Contractor will inform the participant of the importance of compliance in the program. This will assist to minimize the number of sanctions and increase compliance with the participant's WtW plan.

- 7.1.1 Contractor will outreach to participants to determine the reason(s) for nonparticipation to assist the participant in resolving the issue(s) and prevent a sanction.
- 7.1.2 Contractor will outreach to treatment service providers for participants who are accessing DV, MH or SUD services prior to initiating a recommendation for an adverse action or a sanction.
- 7.1.3 Contractor will complete all tasks and responsibilities pertaining to noncompliance contained in existing policy and any other procedural requirements issued by DPSS.
- 7.1.4 Contractor will hold participants accountable for meeting their WtW plan and responsibilities. The Contractor will assist the participant by any reasonable means to ensure the participant remains in compliance with program expectations.
- 7.1.5 Contractor will recommend initiating non-compliance on a participant who fails or refuses to comply with mandatory appointments or other requirements.
- 7.1.6 Contractor will promptly notify the participant and the designated CIA staff within time limits prescribed by the County upon determining that the participant has failed or refused to comply with program requirements, including hours of participation.
- 7.1.7 Sanctions are a "discretionary action" that is used for purposes of enforcing the program participation requirements and entails a deduction or termination of a participant's cash benefits. State law requires that only the CIA staff may take an action that may result in the imposition of a financial sanction on a participant's case.

Therefore, County will review the case situation and make the final decision on the recommended sanction.

7.2 Good Cause Determination

7.2.1 The good cause determination is an important part of the non-compliance process. The participant must be given an opportunity to establish good cause for failing to comply with program requirements. The Contractor will notify designated CIA staff within the time limits set-forth in the policy, should participant fail to provide good cause.

7.2.2 Good cause may be granted in 30-day intervals. Contractor will review good cause determinations at least every 30 days and may extend for a maximum of 90 days which includes the initial 30 days. Contractor will explain the good cause process to participants.

Contractor will ensure proper documentation (i.e., affidavit, written or verbal third-party documentation) substantiates the good cause reasons.

7.2.3 Good cause reasons include, but are not limited to:

- a) Homelessness;
- b) Temporary disability (less than 30 days);
- c) Temporary medical illness of a household member;
- d) Court appearances/legal difficulties;
- e) Death of a family member;
- f) Severe family crisis; and
- g) Breakdown of transportation and/or lack of childcare arrangements.

8.0 COORDINATING/MAINTAINING NETWORK/RESOURCES PROVIDED BY DPSS

8.1 Contractor will, in administering the program, work within the community in providing coordinated services and meeting the needs of the general community.

8.2 Contractor will coordinate the provisions of WtW related services with community organizations/agencies that provide services deemed necessary to help participants (e.g., credit counseling).

8.2.1 Coordination within the Community

- 8.2.1.1 Contractor will establish and maintain a good working relationship with the network of community partners and providers by meeting with community organizations on a regular basis. Contractor **must** attend community meetings/trainings when asked by DPSS.
- 8.2.1.2 Contractor will cultivate active working relationships, at a minimum, with the following:
 - a) Local CalWORKs District and GAIN Regional Office(s);
 - b) Local County Health and Human Service offices;
 - c) Community welfare advocacy groups;
 - d) Community partners that serve REP/GAIN population;
 - e) Education/training providers, including but not limited to, community colleges, adult education schools, and regional occupational centers;
 - f) Workforce Development Board (WDB);
 - g) County/CalWORKs DV, MH, and SUD service providers; and
 - h) Local refugee resettlement agencies.

8.2.2 Responsiveness to Community Needs

Contractor will be responsive to community needs as follows:

- a) Provide a chain-of-responsibility including a Community Liaison, for County review and approval.
- b) Respond to advocate concerns within two hours, as defined by DPSS policy.
- c) Involve the CCA and/or DPSS Program staff in resolving disputes between Contractor and community organizations, as necessary.
- d) Maintain a log of all community inquiries regarding REP/GAIN services and provide a copy of this log with the Contractor's MMR.

8.2.3 Linkages Service Coordination for Mutual Cases with DCFS

- 8.2.3.1 Contractor will coordinate services and develop coordinated case plans for CalWORKs cases mutually known to DCFS who have a DCFS Family Reunification (FR), Family Preservation (FP), or Family Maintenance (FM) case plan in place. This requires the RCM to coordinate services through established linkages protocols as outlined in GAIN policy.
- 8.2.3.2 Per GAIN policy, service coordination for mutual participants with a DCFS FP case plan requires the RCM to attend the initial and any subsequent FP Multi- Disciplinary Case Planning Committee (MCPC) meetings coordinated by the assigned DCFS FP Agency. MCPC meetings occur every 75 days.
- 8.2.3.3 The Linkages Program Manager will coordinate the notification to the RCM of any FR, FP or FM referrals which will require coordinated case planning and attendance to scheduled MCPC meetings on FP service coordinated cases.

9.0 **SERVICES TO OLDER REFUGEES (SOR) - TASKS AND DELIVERABLES**

Contractors are required to provide SOR and submit proper documentation for claims after service delivery. Contingent upon continuous SOR funds, services under this Master Agreement will conclude no later than the termination of this Master Agreement. SOR services should be offered in the language appropriate to the participant.

9.1 **Overview**

As part of the RSS set aside funding, County is subject to receive SOR funds once the CDSS RPB is awarded funding from the federal ORR. SOR funding to counties is based on the number of refugees who are age 60 years or older and receiving aid in each participating county. SOR services are to focus on naturalization and citizenship and other senior services to refugees that are 60 years or older.

9.2 **Required Services**

- 9.2.1 A contractor that is certified by the Board of Immigration Appeals (BIA) will assist and represent refugees during the application process and provide Adjustment of Alien Status, as well as provide Senior

Networking and ESL Civics classes and/or services consisting of the following:

- a) Adjustment of alien status application assistance,
- b) Citizenship and naturalization application services, and
- c) Corresponding transportation, ancillary and postage resources.

9.2.2 A contractor that is not certified by the BIA, will provide only the following two services to senior refugees who are eligible to be served under the SOR:

- a) Senior Networking and/or ESL Civics classes, including linkages with local Area Agencies on Aging (AAA) to make mainstream senior programs more linguistically and culturally appropriate; and
- b) Corresponding transportation and ancillary resources.

If a Contractor does not hold BIA certification, the agency will refer seniors to a certified agency for such services, but there will be no expectation of compensation for referral/linkage (non-direct services) to adjustment of alien status services.

9.2.3 The payment of USCIS application filing fees is not allowable under this grant.

9.3 Population to be Served

Refugees aged 60 and over are eligible to receive these services under the SOR funding criteria. Based on SOR funding, contractors are allocated a maximum monthly award to provide SOR services to seniors until the end of the funding period, which is no later than the termination of this Master Agreement if continuous SOR funding becomes available, or until funds are exhausted, whichever comes first. Contractor will, at a minimum, provide SOR services once a week with a two-hour program. Contractor must adhere to Subsections 9.2 through 9.10. CCPM will determine if the maximum annual award will be decreased or increased based on monthly monitoring and available funding.

9.4 Enrollment

9.4.1 Contractor will manually enroll and maintain records of SOR services for participants that are non-aided individuals and not known to CalSAWS or the current system. Contractor will actively outreach to community partner agencies and refugee organizations to identify eligible refugee participants who may benefit from SOR services

provided. SOR services are available to all eligible senior refugee participants, even if not currently known to the County. Contractor will report outreach efforts on the MMR by the 15th calendar day following the report month.

- a) The Senior Networking and ESL Civics classes will be provided by Contractor.
- b) Contractor that holds the appropriate certifications may provide an adjustment of alien status services.

9.4.2 Senior refugees enrolled in ESL Civics classes may be entitled to subject materials.

9.4.3 Contractor will complete the SOR Request for Services and Enrollment Form (See Exhibit B, Technical Exhibits, Exhibit B-27) for each participant requesting SOR Senior Networking and ESL Civics classes, and/or adjustment of alien status services. The Contractor will complete the "For Office Use Only" portion and assist the applicant with completion of the form as needed. Once completed, the form will be retained in the participant's case file. Also, each participant must sign the SOR Senior Networking and ESL Civics Enrollment List (See Exhibit B, Technical Exhibits, Exhibit B-28). For adjustment of alien status services, Contractor will maintain a copy of the application confirmation receipt from USCIS in the participant's case file.

9.4.4 For all SOR services, Contractor will document, review, and make sure the following documents are available via CalSAWS Imaging Solution/CalSAWS or maintained manually in the participant's case file. If the participant is unknown to the system, then documents must be manually maintained in the participant case file:

9.4.4.1 Contractor will review the original and maintain in case files a copy of the I-94 (Arrival = Departure Record), I-551 (Permanent Resident Card/"Green Card") or, in the absence of the aforementioned, a court order/asylee approval letter from USCIS to determine eligibility based on current immigration status.

9.4.4.2 Contractor will obtain and maintain in case files proof of the refugee's DOE to the U.S.

9.4.4.3 Contractor will obtain and maintain in case files proof of the refugee's date of birth.

9.4.4.4 Contractor will ensure refugee is 60 years of age or older.

9.4.4.5 Contractor will evaluate and ensure that based on participant's documentation, he/she is eligible for SOR services.

9.4.5 Prior to the beginning of SOR Senior Networking and ESL Civics classes, Contractor will submit the SOR Senior Networking and ESL Civics Enrollment List (See Exhibit B, Technical Exhibits, Exhibit B-28) listing each eligible individual that is expected to start participation in the classes. The SOR Senior Networking and ESL Civics Enrollment List is due at least **one week prior** to the SOR services start date.

9.5 SOR Attendance Verification

9.5.1 Contractor will make available the SOR Senior Networking and ESL Civics Attendance Sheet (See Exhibit B, Technical Exhibits, Technical Exhibit B-29) for completion by each senior attending the classes.

9.5.2 The SOR Adjustment of Alien Status and Citizenship Application Services Participant Sign-In Sheet (See Exhibit B, Technical Exhibits, Technical Exhibit, Exhibit B-30) must reflect the names of all participants requesting such service along with their signature

next to their printed name, last four numbers of participants' USCIS/Alien Number and, upon services rendered, the date application is submitted to the USCIS.

9.5.3 Contractor will submit the participant sign-in sheet for each corresponding service monthly as an attachment to the monthly invoice by the 15th calendar day following the report month.

9.6 Senior Networking and ESL Civics

9.6.1 Purpose:

9.6.1.1 The purpose of Senior Networking is to educate and provide senior refugees with access to information on available services within their communities, foster their independence, and promote their civic and social engagement.

9.6.1.2 The purpose of ESL Civics is to provide senior refugees with information about U.S. history, civics and government that will assist them with the Citizenship Interview Test and the naturalization process.

9.6.2 Description of Classes:

- 9.6.2.1 Contractor will gear Senior Networking classes for beginning and/or intermediate English learners to assist senior refugees with English-language skills; nevertheless, all senior refugees are welcome to attend. Contractor will ensure that the class provides a forum in which information about available resources within their community will be shared and discussed.

Teaching methods can include, but are not limited to:

- a) Reading basic books out loud during class.
- b) Writing exercises which may consist of basic sentences (thoughts) and how to complete a basic application, such as applying for a grocery store club card.
- c) Watching videos and live television, such as the news and discussing actual events.
- d) Verbal exercises which can include interactive dialogue.
- e) Field trips on public transportation to local markets and recreation centers within their communities.
- f) Workshops and literature on safe driving followed by discussion.
- g) Workshops on using smart phones, tablets, and other electronic devices.
- h) Speakers coming to the classroom to share available resources within the community (it is highly recommended to invite a speaker from a local Area Agency on Aging).

- 9.6.2.2 Contractors will gear ESL Civic class for beginning and/or intermediate English learners for the naturalization exam and will reinforce English-language skills. Contractor will provide information about U.S. history, government, civic engagement, and the naturalization process. Contractor will have adapted the U.S. history foundations from the U.S. History/Social Studies Standards published by the California State Board of Education.

Teaching methods can include, but are not limited to, reading, writing, role playing, watching videos, and verbal exercises.

Note: The citizenship questionnaire is posted on the USCIS web site.

9.6.2.3 Senior Networking and ESL Civics Class Timeline and Curriculum:

Contractor will provide Senior Networking and ESL Civics classes which will be a minimum of one class a week and for at least two-hour program weekly of individual or combined topic curricula. Monthly curricula, including class schedules, must be submitted for review and approval to the CCPM at least **one month** prior to the start of the SOR class. Class size will vary based on Contractor's capacity.

9.6.2.4 Senior Networking and ESL Civics Class Materials

Seniors enrolled in Senior Networking and ESL Civics classes may be subject to topic guides and materials. Contractor will provide the needed materials. Contractor will maintain receipts for items purchased on file for review and reporting purposes. Contractor will maintain the SOR Subject Materials Log (See Exhibit B, Technical Exhibits, Exhibit B-31) with all materials provided to each senior participating in the Senior Networking and ESL Civics classes. The SOR Subject Materials Log must be signed and dated by the participating senior and the Contractor for each subject material provided.

9.6.2.5 Contractor Agencies Furnished Items:

Contractor will provide all labor, materials, tools, equipment, supervision, delivery, and any other items or services necessary to complete the Senior Networking and ESL Civics classes including transportation resources. There should be **no cost** to the participant.

9.7 Adjustment of Alien Status and Citizenship Application Services (AASCAS)

9.7.1 Purpose:

The purpose of the AASCAS is to provide eligible senior refugees with an adjustment of alien status and citizenship application services.

Citizenship application services are especially important for senior refugees who have lost or are at risk of losing Supplemental Security Income (SSI) due to their immigration status.

9.7.2 Description:

Contractor will be certified to provide AASCAS or refer seniors to a certified agency. Upon review of a senior refugee's eligibility for SOR services and when applicable, Contractor will be responsible for completing the AASCAS tasks and deliverables listed below:

- 9.7.2.1 Review and complete the SOR Request for Services and Enrollment Form, (See Exhibit B, Technical Exhibits, Exhibit B-27;
- 9.7.2.2 Assist eligible participants with the completion of the Adjustment of Status Application (I-485) and/or the Citizenship Application (N-400) to ensure accuracy and completeness;
- 9.7.2.3 Maintain a case file for all persons interviewed by the Contractor and documentation of interview dates. Copies of all reviewed documents are to be kept in the case file for documentation and monitoring purposes;
- 9.7.2.4 Submit the completed application to the USCIS regional office. Contractor will submit applications to USCIS via U.S. mail with a request for a return receipt within two workdays of completion. The application will be considered complete when all necessary documentation has been collected, and all required forms have been signed by the applicant; and
- 9.7.2.5 Obtain confirmation receipt from the USCIS and file a copy in the participant's case file.

9.7.3 The payment of USCIS application filing fees is not allowable under this grant.

9.7.4 Service Timeline:

Contractor will set appointments with an eligible SOR senior within a reasonable amount of time, but no later than ten calendar days from the date AASCAS was requested via the SOR Request for Services and Enrollment Form (See Exhibit B, Technical Exhibits, Exhibit B-27). If qualified, Contractor will provide AASCAS, and the RCM will document in the participant's case file the date of initial interview and

subsequent dates when services are rendered. In addition, the RCM will initial their comments on the documentation sheet. If a Contractor is not qualified to provide AASCAS, then the Contractor will refer senior refugees to an agency qualified to provide AASCAS; the referral date must be documented on the Request for Services Form under "Services Requested."

Note: There will be no expectation of additional compensation for referral-only/non-direct services for AASCAS.

9.7.5 Contractor Furnished Items:

Contractor will provide all labor, materials, tools, equipment, supervision, delivery, and any other items or services necessary to provide AASCAS by Contractor. Contractor is to provide transportation resources to and/from AASCAS appointments. There is to be no cost to the participant.

9.8 Transportation

SOR services provided to senior participants will be inclusive of transportation resources; no additional payment will be made via the invoice claim process. Transportation resources will be sufficient to cover the duration of participation in Senior Networking and ESL Civics classes and/or AASCAS. Contractor will evaluate the participants' transportation needs and limitations based on an individual basis and on the duration of SOR services, and may consider senior discounted daily, weekly, and/or monthly bus passes, including availability and must offer a \$42 stipend.

9.8.1 SOR Transportation Log

Purpose:

For purposes of program reporting, Contractor will maintain the SOR Transportation Log (See Exhibit B, Technical Exhibits, Exhibit B-32) for each senior participating in Senior Networking and ESL Civics class and/or AASCAS and receiving transportation resources.

The Transportation Log must be signed and dated by the participating senior and the RCM for each transportation resource provided and will be made available to the CCPM.

9.9 Invoice

Compensation for SOR services will be on a monthly firm-fixed rate for each participant provided SOR services and will be inclusive of transportation and class material resources; no additional payment will be made via the invoice claim process. Contractor will report the number of seniors who were provided with SOR services on the SOR Monthly Invoice and provide applicable verification forms. Contractor will track and submit on Exhibit B, Technical Exhibits, Exhibits B-28, B-29, B-30, and B-32 all names of seniors enrolled in and provided with Senior Networking and ESL Civics classes and/or AASCAS with the monthly invoice for payment of SOR services.

9.10 Required Forms for SOR Services

Contractor will utilize the following forms when providing SOR Services:

- a) SOR Request for Services and Enrollment Form, see Exhibit B, Technical Exhibits, Exhibit B-27.
- b) SOR Senior Networking and ESL Civics Enrollment List, see Exhibit B, Technical Exhibits, Exhibit B-28.
- c) SOR Senior Networking and ESL Civics Attendance Sheet, see Exhibit B, Technical Exhibits, Exhibit B-29.
- d) SOR Adjustment of Alien Status and Citizenship Application Services Participant Sign-In Sheet, see Exhibit B, Technical Exhibits, Exhibit B-30.
- e) SOR Transportation Log, see Exhibit B, Technical Exhibits, Exhibit B-32.
- f) SOR Subject Materials Log, see Exhibit B, Technical Exhibits, Exhibit B-31.

10.0 GREEN INITIATIVES

- 10.1 Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 10.2 Contractor will notify County’s Contract Director of Contractor’s new green initiatives prior to the contract commencement.

11.0 PERFORMANCE OUTCOME MEASURES

11.1 Overview

The County's goal is to assist participants in overcoming barriers to employment and achieving self-sufficiency. This Master Agreement includes three Performance Outcome(s) Measures, (See Exhibit B, Technical Exhibits, Exhibit B-21). These measures evaluate the Contractor's ability to get participants employed, as well as the ability to assist the participants in overcoming barriers to employment. Should there be a change in federal, State and/or County policies/regulations, County may amend these Performance Outcome Measures via a contract amendment, as detailed in the Master Agreement, Subsection 8.1, Amendments and Change Notices.

11.2 Measures

Contractor will adhere to the following Performance Outcome Measures:

- a) Participation Hours Rate (PHR) – Every month, Contractor will achieve a monthly PHR of 50% for all cases by determining if 50% of all participants are actively participating in one or more activities for the minimum required hours per month.
- b) Increased “Entered Employment” Rate – Contractor will meet the goal set annually by DPSS based on ORR rules.
- c) Participate in REP Within 30 Days from Date of Case Approval – Contractor will have each participant participate in an activity within 30 days from the date of case approval.

11.3 Zero Tolerance

These Performance Outcome Measures will be subject to review and verification, as deemed necessary by the County. The County will have zero tolerance for any data manipulation committed by the Contractor.

11.4 Determination of Performance

Determinations of the Performance Outcome Measures are based on the following:

- a) PHR – will be calculated for all participants in the Contractor's caseload by review of the REP Monthly Caseload Report. For those participants with no participation hours indicated in the report, the PHR will be calculated manually from CalSAWS or the current system Customer Activities List page.

- b) Increased “Entered Employment” Rate – will be determined by using data from the monthly Annual Outcome Goal Plan (AOGP) report.
- c) Participate in REP Within 30 Days from Date of Case Approval – will be determined using the data from the REP Monthly Caseload Report. If reports are not available, Contractor must track this manually or by utilizing CalSAWS or the current system.

11.5 Key Measures

- 11.5.1 The Key Measures Summary Chart, (See Exhibit B, Technical Exhibits, Exhibit B-20) lists the key measures that will also be used to determine Contractor’s performance.
- 11.5.2 Contractor will ensure that the following key measures are met and collect data regarding participant demographics, trimester and annual performance measures as dictated by the State. Contractor will be responsible to provide and validate their records.
 - a) Appraisal Show Rate – Contractor will have an Appraisal Show rate of 50 percent or higher.
 - b) Reduced Percentage of Individuals Between Activities – Contractor will ensure that the percentage of participants between activities for more than 30 days to be under five percent. Contractor will schedule all participants for their first and subsequent work activities with no lapses between activities.
 - c) Unassigned Pool Rate – Contractor will ensure the percentage of participants in the unassigned pool more than 30 days is at or below one percent of their total caseload.
 - d) Timeliness of Supportive Services Authorization – Contractor will ensure the RCM requests authorization of transportation and ancillary supportive services within two workdays of request and receipt of necessary documents.
 - e) CalWORKs Employment Rate – Contractor will meet a performance outcome for employment. Achieve the target employment rate of 33 percent for CalWORKs participants.
 - f) “Employed on the 90th Day” Rate – Contractor will meet or exceed 90th day employment retention goal from the first day of employment based on current AOGP.
 - g) Contractor is required to update the CalSAWS Journal or the current system – Contractor will document attainment of the 90th

Day for each participant who enters employment, regardless of if the participant is receiving REP services.

- h) Cash Assistance Terminations Due to Employment – Contractor will meet or exceed the goal based on current federal FY (FFY) AOGP.
- i) Cash Assistance Reductions Rate – Contractor will meet or exceed the reduction goal based on the current FFY AOGP.
- j) Tracking of WEX and CS – Contractor will provide a log on a semi-annual basis, detailing the sites participants are assigned to for WEX and CS, which must contain the names and addresses of such sites. Also, in addition to the names and addresses, the WEX logs need to include the hiring outcome for each participant.
- k) Employment Placement of WEX – Contractor will meet a target employment placement rate of 33 percent on a semi-annual basis for all WEX assigned participants.
- l) Health Coverage – Contractor will update participant employment placement on CalSAWS or the current system, as soon as they are informed of employment, indicating if health coverage is available to employed participants.
- m) CalSAWS Imaging Solution – Contractor will scan, validate, and upload case documents into CalSAWS Imaging Solution within five business days of receipt or completion.

11.5.3 These Key Measures are tools to gauge Contractor's progress in meeting or exceeding set standards specified in the PRS Chart.

11.5.4 Determinations will be made based on reports available through CalSAWS or the current system or will be calculated manually and reported by the Contractor.

11.5.5 Monitoring sources are subject to change according to need and at the County's discretion.

11.5.6 Contractor's performance rate for all other contracted services will be subject to review and verification for contractual compliance and consistency with County goals by following the other Performance Requirement Standards listed in the below PRS Chart.

11.6 Performance Requirements Summary (PRS)

11.6.1 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be

used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

11.6.2 Introduction

- 11.6.2.1 The PRS displays the major services that will be monitored during the term of a contract. It indicates the required services, the standards for performance, maximum deviation from the standard before the performance will be deemed unsatisfactory, County's preferred method of monitoring, and the remedies that may be assessed if the service is unsatisfactory.
- 11.6.2.2 All listings of "required service" or "standard" used in this PRS are intended to be completely consistent with this Master Agreement, including the SOW, and are not meant to create, extend, revise, or expand any obligation of Contractor beyond that defined in the above sections. In any case of apparent inconsistency between required services or standards as stated in the SOW and Master Agreement and this PRS, the meaning apparent in the SOW and Master Agreement will normally prevail, as that is the intention of the County. If any required service or standard seems to be created in this PRS which is not set forth in the Master Agreement or SOW, that apparent required service or standard will not be a requirement on the Contractor and will not be the basis of the assignment of any points, unless it is clarified in the Master Agreement.
- 11.6.2.3 However, it is the responsibility of the Contractor to point out any such inconsistencies at the time of finalization of the Master Agreement. If any discrepancies are not resolved in the final Master Agreement, then the CCA will determine the interpretation and clarification of the matter(s) as any arise during the Master Agreement. Because the provision of services to public assistance clients is critical to the mission of DPSS, County expects a high standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation for acceptable standards should occur. It is the Contractor's responsibility to provide the services set forth in this Master Agreement and SOW, which are summarized in the PRS.

11.6.3 Description of the PRS Chart

The PRS Chart is set forth in this SOW, Subsection 11.7. The Performance Requirements Summary Chart does the following:

- a) List the Sections Referenced in the Master Agreement and the SOW (Column 1 of the chart).
- b) Denotes the Performance Indicators used to determine that the standards have been met or exceeded (Column 2 of the chart).
- c) Defines the Standard(s) of performance for the REAS (Column 3 of chart).
- d) Shows the Acceptable Quality Level (Column 4 of the chart).
- e) Shows the Monitoring Method or Quality Assurance Methods the County will use to evaluate the Contractor's performance in meeting the Master Agreement requirements (Column 5 of the chart); and
- f) Shows the fiscal deductions and other remedies for unsatisfactory performance for exceeding the AQL.

11.6.4 Quality Assurance

Contractor performance will be reviewed for compliance to the Master Agreement terms and AQLs according to the Quality Assurance Monitoring Plan (QAMP). The County may use a variety of inspection methods to evaluate the Contractor's performance, including, but not limited to:

- a) Random sampling.
- b) 100% inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of the Contractor's performance.
- c) Review of reports and files.
- d) Validated complaints from DPSS districts and/or administrative staff, Welfare Fraud Prevention & Investigation, community organizations, participants, other agencies, and County departments with whom Contractor has a relationship.
- e) Scheduled and unscheduled site visits; and
- f) In addition to using the determining factors listed in this subsection, the CPMs will monitor by conducting case reviews on

randomly selected cases to ensure the Contractor took appropriate and timely action, per applicable program policies and regulations.

11.6.5 Determination of Acceptable or Unacceptable Performance

11.6.5.1 Performance monitoring is used to determine acceptable or unacceptable Contractor performance. Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring does not exceed the number of discrepancies allowed by the AQL. If the number of discrepancies found exceeds the AQL for any performance measure, fiscal deductions may be assessed.

11.6.5.2 During performance monitoring, A sample is selected at random so that it will be representative of the entire population. It is compared to the standards set forth in the PRS, and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

- a) AQL - The maximum percent or number of defects that can be accepted and still meet the contract Standard for satisfactory performance;
- b) Lot Size – usually defined as the Contractor’s current active caseload;
- c) Sample Size - the number of cases to be reviewed for a given time period; and
- d) Acceptance/Rejection Numbers - the numbers that indicate whether the lot is acceptable or unacceptable based on standards set forth in the PRS.

11.6.5.3 The AQL for each sampling is taken from the PRS. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

11.6.6 Contract Discrepancy Report (CDR)

When discrepancies are found during monitoring, a CDR may be issued according to the following procedures:

- a) When a discrepancy is identified, a verbal notification of the discrepancy will be made to the Contractor Contract Manager or alternate as soon as possible. When possible, the problem will be immediately resolved by the Contractor Contract Manager. If the discrepancy was able to be immediately resolved, the CCA will determine whether a CDR will be issued.
- b) If a CDR is issued, it will be mailed, e-mailed or hand carried, at the CCA's discretion, to the Contractor Contract Manager or alternate.
- c) Upon receipt of a CDR, Contractor is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or an explanation(s) for the discrepancy, and presenting a plan for immediate corrective action of all failures of performance identified within ten business days. The CCA may extend the deadlines when there are extenuating circumstances, and an extension is favorable to the County.
- d) The CCA will evaluate Contractor's explanation on the CDR. If the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, then the CCA may decline to either count the performance as unsatisfactory or assess any remedies for unsatisfactory performance.

11.6.7 Remedy of Defects

Notwithstanding a finding of unsatisfactory service, Contractor must, within a period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services at an acceptable level.

11.6.8 Unsatisfactory Performance Remedies

11.6.8.1 When Contractor performance does not conform to the requirements of the Master Agreement, County will have the option to apply the following remedies for unsatisfactory performance:

- a) Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return

performance to an acceptable level, and monitoring methods to prevent recurrence.

- b) Reduce payment to Contractor by a computed amount based on the deduction(s) in this SOW, Subsection 11.7, Performance Requirements Summary Chart.
- c) Reduce, suspend or terminate this Master Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

11.6.8.2 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days will constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others because of Contractor's failure to perform said service(s), as determined by the County, will be credited to County. This Section does not preclude County's sole right to terminate the Master Agreement upon ten days written notice with or without cause, as provided for in this Master Agreement, Subsection 8.42, Termination for Convenience.

11.7 Performance Requirements Summary Chart

In assessing the Fiscal Deductions in which the monitoring method consists of participant case review, no one case will be fiscally assessed for more than three errors. However, all errors will be cited as part of the review and remedied by Contractor.

APPENDIX A
EXHIBIT A

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
1.	SOW Section 1.0, Subsection 1.4, Quality Control Plan	Ensures that the Contractor establishes and utilizes a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality and job placements throughout the term of this Master Agreement.	Requires that the QCP be submitted on the Master Agreement start date; QCP will be updated and re-submitted to the CCA for approval as changes occur. Contractor will submit revisions to the CCA for review and approval within ten business days of CCA's request.	95%	On-Site Monitoring Desk Monitoring Participant Complaints	\$50 per each occurrence of (a) untimely submission of plan or (b) failure to comply with plan.
2.	SOW Section 2.0, Subsection 2.2	Virtual Private Network	Ensures that the Contractor maintains a secure data environment by requiring the Contractor to complete the appropriate user agreements for access to the County network, and for the Contractor to notify the County when an employee has been terminated or put on extended leave, within three business days of termination or leave start date.	100%	On-site monitoring Desk Review	\$100 per day of untimely notification to County of a user's termination or extended leave.
3.	SOW Section 3.0, Subsection 3.8	Hours of Operation	At a minimum provide services eight hours per day, between 8am and 5pm, Monday through Friday, except County Holidays. If applicable, appointment only Sub-Offices must have a clerical staff present during service hours.	100%	User compliant On-Site review	\$100 per day or portion thereof, of failure to maintain required hours

APPENDIX A
EXHIBIT A

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
4.	SOW Section 3.0, Subsection 3.10	Utilize County-provided Language Line account to assist in serving participants whose primary language is not within the Contractor's responsibility. Requires Contractor compliance with Language Line usage. County has zero tolerance of any misuse.	Contractor has appropriate staff that speaks language(s) which constitute over five percent of Contractor's caseload. Completion of a monthly log showing Language Line usage.	100%	On-Site Review User Compliant(s)	\$50 per occurrence
5.	SOW, Section 3.0, Subsection 3.11	Customer Service Program consistent with County's vision	Contractor will implement a Customer Service Program that is consistent with the County's vision: - Achieve a satisfaction rate of those participants surveyed - Participants are seen within 20 minutes of their appointment time -Response to community advocate inquiries is required within two hours	95% 90% 100%	Telephone Survey On-Site Review User Complaint(s)	\$50 per occurrence
6.	SOW Section 3.0, Subsection 3.12, Subsubsection, 3.12.1, 3.12.2 & 3.12.3	Contractor shall, within two business days, enroll participants appearing in the unassigned pool into the program; except for CalWORKs cases in the process of securing childcare.	Contractor shall ensure that the participants are not in the unassigned pool for more than 30 days and are assigned to a contracted Case Manager. Contractor shall assign participants to an activity within 30 days from cash approval.	99%	Review of REP Caseload Report Case Review CalSAWS or the current system	\$75 per occurrence

APPENDIX A
EXHIBIT A

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
7.	SOW Section 3.0, Subsection 3.13	Requires Contractor to image all case documents utilizing CalSAWS Imaging Solution process	Contractor will image all case documents in CalSAWS utilizing CalSAWS Imaging Solution within five business days of receipt or completion.	95%	On-Site Review Case File Review	\$50 per document not imaged or not imaged timely.
8.	SOW Section 3.0, Subsection 3.18	Contractor will submit the MMR by the 15th of the month to the CCA and CCPM.	Requires an accurate MMR submission and supporting documentation by the 15th of the month to the CCA.	100%	Review of MMR Reports.	\$50 per untimely, inaccurate or incomplete MMR submission.
9.	SOW Section 3.0, Subsection 3.18	Accurate Monthly Invoice received by the 15th calendar day following the report month.	Requires a monthly invoice submission for REAS of an original and one copy, along with the MMR and supporting documentation, to the CCA within 15 calendar days after the end of the month in which services were provided.	100%	Monthly Invoices	\$50 per untimely, inaccurate, or incomplete invoice submission. Additionally, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due until an accurate invoice is submitted.
10.	SOW Section 3.0, Subsection 3.18, Subsubsections, 3.18.3 & 3.18.4	CalSAWS or the current system update	Requires accurate updates of all program case changes to CalSAWS or the current system within one workday.	95%	Case Review, CalSAWS or the current system.	\$75 per occurrence

APPENDIX A
EXHIBIT A

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
11.	SOW Section 6.0, Subsection 6.18	Offering PTL Services.	Requires the Contractor to offer available PTL services appropriately and in a timely manner prior to the end of the participants' 60-month CalWORKs participation period.	95%	Case Review, CalSAWS or the current system	\$50 Per occurrence
12.	SOW Section 6.0, Subsection 6.1, Subsubsection, 6.1.2	FS screening by utilizing the OCAT, at any time the participant's life situation would reflect a need for these services.	Requires that Contractor makes referrals in a timely manner (as stipulated by the FS Program Policy) to supportive services agencies identified by the County and/or FS Worker.	95%	Case Review, CalSAWS or the current system	\$50 per occurrence of (a) not conducting the appraisal, or (b) not making a timely referral when a need is identified.
13.	SOW Section 6.0, Subsection 6.16	Offering PES	Requires Contractor to timely offer PES to employed CalWORKs participants who meet eligibility criteria and document the offer appropriately.	97%	Case Review, CalSAWS or the current system	\$50 per occurrence
14.	SOW Section 6.0, Subsection, 6.7, Subsubsection, 6.7.10	Ensure participants are evaluated for learning disabilities appropriately and timely as specifically outlined in the SOW.	Requires that the Contractor refer participants for a Learning Disability Diagnosis Evaluation and Assessment with a County-approved vocational assessor when a learning disability is disclosed by the participant or if determined to benefit the participant.	97%	Case Review, CalSAWS or the current system Participant Complaints	\$50 per occurrence of (a) not conducting the evaluation, or (b) not making a timely referral when a need is identified.

**APPENDIX A
EXHIBIT A**

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
15.	SOW Section 6.0, Subsection 6.7 Exhibit B, Technical Exhibits, Exhibit B-1 (Link 3), REP/GAIN Online Policy	Making appropriate referrals to VOC ASM	a.) Requires that Contractor refer participants who have not-obtained employment to VOC ASM. b.) Update and image assessment results in CalSAWS or the current system. c) Amend the employment plan consistent with assessment results.	95%	Case Review, CalSAWS or the current system	a. \$50 for each referral violation b. \$50 failure to update and image VOC ASM results. c. \$50 for each failure to reassess employment plans consistent with assessment results.
16.	SOW Section 6.0, Subsection 6.8 Exhibit B, Technical Exhibits, Exhibit B-1 (Link 3), REP/GAIN Online Policy	SSS screening, and/or at any time the participant's life situation would reflect a need for these services.	Requires that Contractor make an immediate (within 24 hours of screening or participant disclosure) referrals to agencies identified by the County to serve CalWORKs participants who need CLA, MH, SUD, DV treatment/services based on the SSS screening, and/or at any time the participant's life situation would reflect a need for these services.	95%	Case Review, CalSAWS or the current system	\$100 per each occurrence of (a) not properly conducting the screening or (b) not making a timely referral when a need is identified.
17.	SOW Section 6.0, Subsection 6.20, Subsubsection 6.20.4	Participant Contacts	Contractor will ensure that the participant contacts are made at least monthly (no longer than once every 30 days) to assess the participant's needs and identify barriers prior to a lapse in activities occurring.	95%	Case Review, CalSAWS or the current system.	\$75 per occurrence

**APPENDIX A
EXHIBIT A**

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
18.	SOW Section 6.0, Subsection 6.20, Subsubsection 6.20.4, Paragraph 6.20.4.12	Employment Verification data	Requires Contractor to accurately verify employment in CalSAWS or the current system.	95%	Case Review, CalSAWS or the current system	\$50 per occurrence
19.	SOW Section 6.0, Subsection 6.20, Subsubsection 6.20.4, Paragraph 6.20.4.15	Organization of case file.	Requires accurate and timely documentation of the participant's activities in the participant's electronic case file. All necessary documents must be correctly completed signed and scanned according to the current CalSAWS Imaging Solution policy and procedures.	100%	Case Review, CalSAWS or the current system On-Site Inspection	\$50 per occurrence
20.	SOW Section 6.0, Subsection 6.24, Subsubsection 6.24.8	Contractor will assess the participant's childcare needs, offer childcare services using required forms and properly document the offer in the case record.	Requires that Contractor documents childcare arrangements, referrals and assistance given to participant. Scans the completed Childcare referral forms (PA 129, and PA 129-1) into CalSAWS Imaging Solution according to current procedures (See Exhibit B, Technical Exhibits, Exhibit B-15).	95%	Case Review, CalSAWS or the current system Participant Complaints	\$75 per occurrence of (a) not assessing the participant's need, (b) not making a timely referral, or (c) not properly filling the completed referral forms.
21.	SOW Section 6.0, Subsection 6.24, Subsubsection 6.24.7, Paragraph 6.24.7.3	Transportation and ancillary services	Requires Contractor to ensure transportation and ancillary services are offered and authorized timely – referral, with all completed documents, will be made to CIA within two workdays.	97%	Case Review, CalSAWS or the current system	\$100 Per occurrence

APPENDIX A
EXHIBIT A

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
22.	SOW Section 6.0, Subsection 6.20, Subsubsection 6.20.4, Paragraph 6.20.4.14	Document attainment of the 90th day for each participant who enters employment, regardless of the participant is receiving REP services.	Contractor is required to update case Journal on CalSAWS or the current system.	100%	Case Review, CalSAWS or the current system	\$50 per occurrence
23.	SOW Section 6.0, Subsection 6.2, Subsubsections 6.2.2, 6.2.6, & 6.2.7	A post-enrollment assessment review of the REP family's initial FSSP at the 6 th and 12 th month of receiving services,	Contractor is required to initiate and complete a post enrollment FSSP minimally at the 6 th and 12 th month of receiving services or when there are changes that will affect the family's progress towards the individual goals identified in the initial FSSP.	100%	Case Review, CalSAWS or the current system	\$50 per occurrence
24.	SOW Section 11.0, Subsection 11.6, Subsubsection 11.6.6	Contract Discrepancy Report (CDR)	Ensures that the Contract Manager responds to a formal contract discrepancy report within five business days and submits a corrective action plan within ten business days.	100%	Ongoing Site Monitoring and Desk Review	\$100 per untimely response
25.	Contract Section 5.0, Subsection 5.11, Subsubsection 5.11.2	Expenditure Report on Contract Revenues	Requires an Expenditure Report submission on Master Agreement revenue versus expenditures for each FY and must be submitted to DPSS CAM no later than July 31st following the end of each FY and no later than one month after the end of the Master Agreement term.	100%	Receipt of Expenditure Reports	\$50 for each day after July 31st of any FY and after the one month of the end of the Contract term.

APPENDIX A
EXHIBIT A

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
26.	Contract Section 7.0, Subsection 7.3	Approval of Contractor's Staff	County has the right to approve or disapprove all of Contractor staff performing REAS work. County will be informed of any proposed changes in Contractor staff, including, but not limited to, Contractor's Contract Manager.	100%	On-Site Review	\$50 per each occurrence
27.	Contract Section 7.0, Subsection 7.5	Background and Security Investigations	All Contractor staff performing REP work will undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Contract.	100%	On-Site Review Desk Monitoring Record Inspection	\$100 per each occurrence for not properly conducting a background check
28.	Contract Section 7.0, Subsection 7.6	Confidentiality	The Contractor will maintain the confidentiality of all records obtained from participants and/or the County under the Contract in accordance with all applicable federal, State or local laws, ordinances, regulations, directives, policies and procedures relating to confidentiality.	100%	On-Site Review Record Inspection Participant Complaints	\$150 Per occurrence

APPENDIX A
EXHIBIT A

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6
Reference		Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions and Other Remedies for Unsatisfactory Performance
29.	Contract Section 7.0, Subsection 7.9, Subsubsection 7.9.1	Other Contractor Personnel	Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met their reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway their conduct or performance on the job (Access includes, but not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents).	100%	On-Site Review Record Inspection Participant Complaints	\$200 per occurrence for failure to identify employees who are receiving public assistance

**EXHIBIT B
TECHNICAL EXHIBITS
TABLE OF CONTENTS**

EXHIBIT

- B-1 WELFARE-TO-WORK POLICIES AND REGULATIONS
- B-2 GN 6005A - VERIFICATION OF WELFARE-TO-WORK PARTICIPATION HOURS
- B-3 CALWORKS CLINICAL ASSESSMENT PROVIDER REFERRAL
- B-4 GAIN/REP JOB DEVELOPMENT AUTHORIZATION FOR RELEASE OF INFORMATION
- B-5 REQUEST FOR SPECIALIZED SUPPORTIVE SERVICES – PART I OR WAIVER OF SPECIALIZED SUPPORTIVE SERVICES - PART II
- B-6 IDENTIFICATION OF PARTICIPANT WITH SPECIALIZED SUPPORTIVE SERVICES NEEDS
- B-7 SCREENING FOR MENTAL HEALTH AND SUBSTANCE ABUSE FOR ELIBILITY WORKER (EW) USE ONLY
- B-8 SCREENING FOR MENTAL HEALTH AND SUBSTANCE ABUSE FOR GAIN
STAFF USE ONLY (GN 6140A)
MENTAL HEALTH AND SUBSTANCE ABUSE BROCHURE (CAL-1)
CONFIDENTIAL DOMESTIC VIOLENCE INFORMATION (PA 1913)
CALWORKS/WELFARE-TO-WORK DOMESTIC VIOLENCE WAIVER REQUEST (CW 2199-LA)
CALWORKS/WELFARE-TO-WORK DOMESTIC VIOLENCE WAIVER DETERMINATION (CW 2198-LA)
CALWORKS SPECIALIZED SUPPORTIVE SERVICES FOR VICTIMS OF DOMESTIC VIOLENCE (CAL-3)
- B-9 MONTHLY ATTENDANCE REPORT FORM
- B-10 IN-HOUSE JOB SEARCH ACTIVITIES
- B-11 IN-HOUSE JOB SEARCH (IHJS) TIMESHEET
- B-12 EMPLOYER CONTACT DAILY LOG

**EXHIBIT B
TECHNICAL EXHIBITS
TABLE OF CONTENTS**

EXHIBIT

- B-13 REQUEST FOR MENTAL HEALTH CLINICAL ASSESSMENT – PART I OR
WAIVER OF MENTAL HEALTH CLINICAL ASSESSMENT – PART II
- B-14 MISCELLANEOUS TRANSMITTAL
- B-15 CHILDCARE GENERAL INFORMATION
- B-16 REFUGEE EMPLOYMENT PROGRAM (REP) WORK EXPERIENCE (WEX)
WORKSITE AGREEMENT
- B-17 REFUGEE EMPLOYMENT PROGRAM (REP) WORK EXPERIENCE (WEX)
MONTHLY PERFORMANCE EVALUATION AND ATTENDANCE VERIFICATION
- B-18 WELFARE-TO-WORK PLAN RIGHTS AND RESPONSIBILITIES
- B-19 WELFARE-TO-WORK PLAN ACTIVITY ASSIGNMENT
- B-20 KEY MEASURES SUMMARY CHART
- B-21 PERFORMANCE OUTCOME(S) SUMMARY CHART
- B-22 REFUGEE ELIGIBLE POPULATION BY COUNTRY-OF-ORIGIN
- B-23 CASELOAD DEMOGRAPHICS
- B-24 REFUGEE EMPLOYMENT PROGRAM (REP) CALWORKS CASE
MANAGEMENT FLOW/DECISION CHART (1)
REFUGEE EMPLOYMENT PROGRAM (REP) REFUGEE CASH ASSISTANCE
(RCA) CASE MANAGEMENT FLOW/DECISION CHART (2)
REFUGEE EMPLOYMENT PROGRAM (REP) NON-AIDED AND GENERAL
RELIEF CASE MANAGEMENT FLOW/DECISION CHART (3)
- B-25 CALWORKS EXEMPTION REQUEST FORM
- B-26 SAMPLE MONTHLY MANAGEMENT REPORT (REAS)
SAMPLE MONTHLY MANAGEMENT REPORT (SOR)

**EXHIBIT B
TECHNICAL EXHIBITS
TABLE OF CONTENTS**

EXHIBIT

- B-27 SERVICES TO OLDER REFUGEES REQUEST FOR SERVICES AND ENROLLMENT FORM
- B-28 SERVICES TO OLDER REFUGEES (SOR) FUNDING SENIOR NETWORKING AND ESL CIVICS ENROLLMENT LIST
- B-29 SERVICES TO OLDER REFUGEES (SOR) FUNDING SENIOR NETWORKING AND ESL CIVICS ATTENDANCE SHEET
- B-30 SERVICES TO OLDER REFUGEES (SOR) FUNDING ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION SERVICES PARTICIPANT SIGN-IN SHEET
- B-31 SERVICES TO OLDER REFUGEES (SOR) FUNDING SUBJECT MATERIALS LOG
- B-32 SERVICES TO OLDER REFUGEES (SOR) FUNDING TRANSPORTATION LOG
- B-33 AUTHORIZATION TO RELEASE MEDICAL INFORMATION
- B-34 CALWORKS 60-MONTH TIME LIMIT EXTENDER REQUEST FORM
- B-35 CALWORKS 60-MONTH TIME LIMIT EXTENDER DETERMINATION FORM

WELFARE-TO-WORK POLICIES AND REGULATIONS

- Link 1. **California CDSS Chapter 42-700 Welfare-To-Work**
[Manual of Policies and Procedures \(ca.gov\)](#)
- Link 2. **Office of Refugee Resettlement Documentation Guide dated**
November 29, 2022
[Status and Documentation Requirements for the ORR Refugee Resettlement Program | The Administration for Children and Families \(hhs.gov\)](#)
- Link 3. **GAIN/REP/CaIWORKs Online Policy**
[DPSS ePolicy \(lacounty.gov\)](#)
- Link 4. **Job Services Website**
[Job Services \(lacounty.gov\)](#)
- Link 5. **Notification Of GAIN Paper Case Destruction Implementation**
[BWS CO 17-007 Revised .pdf \(lacounty.gov\)](#)

GN 6005A - VERIFICATION OF WELFARE-TO-WORK PARTICIPATION HOURS

SECTION 1: TO BE COMPLETED BY THE GSW			
GAIN REGIONAL OFFICE	ADDRESS	GSW NAME	Worker ID NO.
		TELEPHONE NO. ()	FAX NO. ()
PARTICIPANT NAME	TELEPHONE NO. ()	CASE #	
STREET ADDRESS	CITY	ZIP CODE	
WELFARE-TO-WORK ACTIVITY:			
RETURN THIS COMPLETED FORM TO THE GAIN REGIONAL OFFICE LISTED ABOVE BY: _____			

SECTION 2: TO BE COMPLETED BY THE PARTICIPANT	
<p>If you enrolled in a potential Self-Initiated Program, <u>attach a printout of your current class schedule and a current list of all the classes</u> (pre-requisite, major, general education, and electives) that are required to transfer and/or obtain a degree/certificate in your enrolled program. This list could be any one of the following:</p> <ul style="list-style-type: none"> • Catalogue page for the course program/major and general education requirements (and transferable requirements, if applicable); • Student Education Plan; • Letter on the school's letterhead and signed by the school official who authored the letter listing all the required classes. <p>I authorize my agency/school provider to release the following information to the County of Los Angeles, Department of Public Social Services/ R&R/APP agency and declare under penalty of perjury that the information contained on this page is true and correct to the best of my knowledge.</p>	
PARTICIPANT SIGNATURE	DATE

SECTION 3: TO BE COMPLETED BY THE AGENCY/SCHOOL PROVIDER		
NAME OF AGENCY/SCHOOL WHERE THE EDUCATION/TRAINING /WTW ACTIVITY IS BEING COMPLETED	TELEPHONE NO. ()	
STREET ADDRESS	CITY	ZIP CODE
PRINT NAME OF AUTHORIZED AGENCY/SCHOOL REPRESENTATIVE COMPLETING THIS FORM	TITLE	TELEPHONE NO. ()

SECTION 3A: COMPLETE FOR ACTIVITY OTHER THAN A SIP		
WTW ACTIVITY ATTENDING	DATE WTW ACTIVITY BEGAN	DATE WTW ACTIVITY ENDS
Is the participant making satisfactory progress in the program? (MH/SUD providers DO NOT answer) <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Check here if the participant is on a variable schedule. Please note that for families on a variable schedule, additional information may be required on a monthly basis. Please attach schedule.		
<input type="checkbox"/> Check here if the participant is on a set schedule. Please attach class/activity schedule indicating the exact in and out hours.		

SECTION 3B: COMPLETE IF THE ACTIVITY IS FOR A SIP (NOTE: SIP DETERMINATION IS MADE BY GAIN ONLY)			
NAME OF PROGRAM/ MAJOR (at CURRENT INSTITUTION)	DATE ENROLLED IN PROGRAM/ MAJOR	CURRENT CLASS START DATE	EXPECTED COMPLETION/TRANSFER DATE
EXPECTED TO TRANSFER <input type="checkbox"/> Yes <input type="checkbox"/> No	EXPECTED COMPLETION DATE OF PROGRAM (AFTER TRANSFER)		ULTIMATE DEGREE MAJOR
A. Is the participant enrolled in a Degree, Certificate, or Training program <u>or</u> a post-baccalaureate California teaching credential major at this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No			
B. Is the participant making satisfactory progress in the program? <input type="checkbox"/> Yes <input type="checkbox"/> No			
C. Is the program likely to lead to employment? <input type="checkbox"/> Yes <input type="checkbox"/> No			

SIGNATURE OF AUTHORIZED AGENCY/SCHOOL REPRESENTATIVE _____ DATE _____ AGENCY/SCHOOL OFFICIAL STAMP _____

GN 6005A (WtW Verification) Rev. (8/2017)

**CalWORKS CLINICAL ASSESSMENT
PROVIDER REFERRAL**

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

Date: _____
Case Name: _____
Case Number: _____
Worker Name: _____
Worker ID: _____
Worker Phone Number: _____
Customer ID: _____

IMPORTANT CLINICAL ASSESSMENT APPOINTMENT NOTICE

Completed by GSW/CCM/RCM:

The following appointment has been scheduled for you to attend a clinical assessment for:	
<input type="checkbox"/> Mental Health	<input type="checkbox"/> Substance Use Disorder
On: _____ at _____ Date Time	Address: _____ Phone No.: _____ Fax No.: _____ Contact Person: _____

**It is important for you to keep this appointment and take this notice with you.
If for any reason you cannot keep this appointment or have a problem, please contact your GAIN Service
Worker immediately.**

GSW/CCM/RCM Making Referral:	Worker ID:	Phone No.:	Fax No.:
------------------------------	------------	------------	----------

I understand that I am being referred to Clinical Assessment as indicated above. If I fail to attend this appointment, I understand I may be subject to additional contact by a service provider. If additional contact is unsuccessful, I may be put into non-compliance.

GAIN Participant's Signature _____	Date _____
------------------------------------	------------

Original Copy To Case File and Copy To Participant

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

CalWORKs CLINICAL ASSESSMENT RESULTS

To: _____ From: _____
Attention: _____
GSW/CCM/RCM Name/Worker ID
Fax No.: _____

Section A - Completed by GSW/CCM/RCM

Participant Name:		CalWORKs Case Number:	
Residence Address: (Do not use for domestic violence if confidential address is requested)		Mailing Address:	
Primary Language:	Birth Date:	Sex: <input type="checkbox"/> M <input type="checkbox"/> F	Phone No.: (Confidential for DV)

Section B - Completed by Clinical Assessor (Complete and return to the GAIN Services Worker within 5 workdays.)

Results of the assessment appointment:		IMMEDIATE NEED <input type="checkbox"/>
<input type="checkbox"/> Participant did not appear/complete the assessment.		
<input type="checkbox"/> Participant completed the assessment, but does not need a referral for treatment.		
<input type="checkbox"/> Participant completed assessment & needs a referral, but does not agree to treatment for		<input type="checkbox"/> MH <input type="checkbox"/> SUD
<input type="checkbox"/> Participant completed assessment and agrees to recommended treatment for		<input type="checkbox"/> MH <input type="checkbox"/> SUD
<input type="checkbox"/> Participant completed assessment and does not agree; requests third party assessment.		<input type="checkbox"/> MH <input type="checkbox"/> SUD
REFERRAL MADE FOR: <input type="checkbox"/> MH and/or <input type="checkbox"/> SUD		
Referred to: Name of Provider: _____ Address: _____ Phone No.: _____ Fax No.: _____ Contact Person: _____		On: ____ / ____ / ____ at ____ Date Time
Name of Assessor:	Facility Name:	Phone No.:

Section C - Completed by GAIN Participant

I authorize the release of information to DPSS regarding the results of my assessment and possible need for treatment services and recommended service plan.	
GAIN Participant's Signature _____	Date _____

Original Copy To Case File and Copy To Participant

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

GAIN/REP JOB DEVELOPMENT AUTHORIZATION FOR RELEASE OF INFORMATION

PARTICIPANT NAME: _____	CASE NUMBER: _____	PARTICIPANT TELEPHONE NUMBER: _____
PLEASE COMPLETE THE BELOW AUTHORIZATION FOR RELEASE OF INFORMATION BY PRINTING YOUR NAME IN THE FIELDS PROVIDED AND SIGNING THE BOTTOM OF THE FORM.		
<p>I, _____ AGREE AND UNDERSTAND THAT THE COMPLETION OF THIS FORM IS (PRINT PARTICIPANT NAME) VOLUNTARY, AND BY SIGNING THIS FORM, A PROSPECTIVE/CURRENT EMPLOYER OR AGENCY MAY BECOME AWARE THAT I WAS OR AM RECEIVING PUBLIC ASSISTANCE WHEN I BEGIN WORKING WITH A DPSS JOB DEVELOPER.</p> <p>I, _____ AUTHORIZE THE EXCHANGE OF PERTINENT GREATER AVENUES FOR (PRINT PARTICIPANT NAME) INDEPENDENCE (GAIN)/ REFUGEE EMPLOYMENT PROGRAM (REP)/CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY FOR KIDS (CALWORKS) INFORMATION BETWEEN THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS), AND ANY PROSPECTIVE/CURRENT EMPLOYER OR AGENCY FOR THE SOLE PURPOSE OF RECEIVING JOB DEVELOPMENT RELATED-SERVICES AND/OR OBTAINING EMPLOYMENT.</p> <p>THIS FORM WHEN COMPLETED, IS CONFIDENTIAL PURSUANT TO WELFARE & INSTITUTIONS CODE SEC. 10850 AND 1798.24 (B).</p> <p>GAIN/REP PARTICIPANT SIGNATURE: _____ DATE: _____</p>		

GAIN 251 (1/2019)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**REQUEST FOR SPECIALIZED SUPPORTIVE SERVICES – PART I
OR
WAIVER OF SPECIALIZED SUPPORTIVE SERVICES – PART II**

This form is to be used for treatment services only and not as a request for or waiver of Clinical Assessment.

Part I

REQUEST FOR SERVICES

Case Number: _____

I, _____, declare or have been determined to be in need
(Participant's name)

of _____ treatment and/or services. This problem requires immediate
(domestic violence/mental health/substance abuse)

attention in order to prepare myself to seek employment.

(Participant's signature)

(Date)

Part II

WAIVER OF SERVICES

Case Number: _____

I, _____, have been informed that I can receive treatment and/or
(Participant's name)

services for _____ as part of my Welfare-to-Work Plan. Although I have or
(domestic violence/mental health/substance abuse)

have been determined to have a _____ issue, I choose not to be referred to
(domestic violence/mental health/substance abuse)

treatment services and receive specialized supportive services for that barrier as part of my Welfare-to-Work Plan. I understand that I am still required to participate and comply with the Welfare-to-Work Plan that I sign. If I do not comply and do not have good cause, I understand that my grant may be lowered. However, this does not prevent me from declaring at a later date that domestic violence, mental health and/or substance abuse issues may be interfering with my Welfare-to-Work plan.

(Participant's signature)

(Date)

GSW/CCM/RCM Name: _____	File Number: _____	Date: _____
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GN 5135 (Rev.02/2010)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Identification of Participant with Specialized Supportive Services Needs

TO:	FROM:
DISTRICT:	GSW/CCM/RCM:
ATTN: Eligibility Supervisor/Worker	File No.:
	Telephone No.:
	District/Region:
	Date:

ACTION NEEDED:

- ☐ The following participant has been identified with a Specialized Supportive Services (SSS), Domestic Violence (DV), Substance Use Disorder, and/or Mental Health, or participating in the Family Preservation/Family Maintenance Program and is receiving treatment services from the provider identified below. Please ensure that the case is transferred to an SSS file within two (2) work days.
- ☐ The following participant was initially identified with a mental health need at the District Office. Upon re-screening the participant has scored into Priority Level 3 on the GN 6140A and declined Mental Health Clinical Assessment. Please ensure that the case record is transferred out of the SSS file within two (2) work days.
- ☐ Effective ____/____/____ the following participant is no longer receiving SSS and the substance use disorder, mental health, family preservation and/or family maintenance activity has been closed. Please ensure that the case record is transferred out of the SSS file within two (2) work days.
- ☐ A request of a DV waiver from a CalWORKs Program rule/requirement has been denied, via the attached partially completed CW 2198-LA.
- ☐ Effective ____/____/____, a DV waiver of CalWORKs Program rule/requirement previously approved has been terminated.

I. CASE IDENTIFYING INFORMATION	
Participant Name:	CalWORKs Case No.:
Residence Address:	Mailing Address: (Confidential address for DV only)
Primary Language: <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other (Specify)	Tel No. (Confidential for DV) ()
II. SPECIALIZED SUPPORTIVE SERVICES (Check all that apply)	
The participant began receiving below treatment services on ____/____/____	
<input type="checkbox"/> Substance Use Disorder <input type="checkbox"/> Mental Health <input type="checkbox"/> Family Preservation <input type="checkbox"/> Family Reunification <input type="checkbox"/> Family Maintenance <input type="checkbox"/> Domestic Violence (DV) Case Management <input type="checkbox"/> DV Family Law <input type="checkbox"/> DV Immigration Law <small>(Attach PA 1913)</small>	
Service Provider Agency:	Contact Person:
Service Provider Address:	Tel. No.: ()
	Fax No.: ()
III. SPECIALIZED SUPPORTIVE SERVICES UNIT	
Date case record assigned to SSS file:	Eligibility Supervisor:
Date case received:	SSS EW File No.:
NOTE: Confidential Processing Required for Domestic Violence Cases. Do Not fax this form. This form must be sent to the SSS Liaison or SSS Unit in the CalWORKs District Office, via County mail in a sealed envelope marked "Confidential" and "Rush." - Confirmation of receipt required by email to SSS GSW/CCM/REP and SSS Liaison	

GN 6138 (01/03/2017)

Distribution: 1 copy - Case file & EW

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**SCREENING FOR MENTAL HEALTH AND SUBSTANCE ABUSE
– FOR ELIGIBILITY WORKER (EW) USE ONLY–**

EW INSTRUCTIONS: Ask the following questions of the participant. A “Yes” response to any of the following questions warrants expedition into GAIN for further screening and possible referral for a clinical assessment.

Begin the questions with an **introductory statement** such as:

“As part of the CalWORKs services available to you, I will ask you some questions about mental health and substance abuse to find out if you could benefit from receiving services in these areas.

Before we start the questions, I just want you to know that we ask these questions of everybody because we all have fears, worries or troubles that may lead to unwanted drug use, alcohol abuse, medical or social problems. Since problems like these make it hard for people to get or keep a job, these questions will help us decide whether a counselor should talk with you.

You may request to speak with a counselor even if we don't find a referral necessary”

Mental Health Questions

YES NO

- | | | | |
|----|---|-------|-------|
| 1. | Do you have any feelings, fears or worries that interfere with your daily tasks and ability to work? | _____ | _____ |
| 2. | Do you have problems in getting along with others that make it hard for you to work? | _____ | _____ |
| 3. | Have you had thoughts of seriously hurting yourself or other people within the last 6 months? | _____ | _____ |
| 4. | Have you experienced any severe traumas such as the sudden death of a loved one, witnessed a violent crime, or been personally victimized within the last year that continues to bother or upset you? | _____ | _____ |

Substance Abuse Questions

YES NO

- | | | | |
|----|---|-------|-------|
| 5. | Have you ever felt you should cut down on your drinking or drug use? | _____ | _____ |
| 6. | Have people annoyed you by criticizing your drinking or drug use? | _____ | _____ |
| 7. | Have you felt bad or guilty about your drinking or drug use? | _____ | _____ |
| 8. | Have you ever had a drink or used drugs first thing in the morning to steady your nerves? | _____ | _____ |

Participant's Name: _____ Case Number: _____		
Did the participant answer yes to one or more questions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide the date that the participant was expedited into GAIN: _____		
Service needed: <input type="checkbox"/> Mental Health <input type="checkbox"/> Substance Abuse		
Eligibility Worker Name:	File Number:	Date:

GN 6140 (11/2008)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**SCREENING FOR MENTAL HEALTH AND
SUBSTANCE USE DISORDER INSTRUCTIONS FOR GAIN STAFF USE ONLY**

STAFF INSTRUCTIONS:

1) Begin the screening process by reading the following three paragraphs to the participant:

"I am going to ask you some questions that will help us figure out if you might need help with your feelings or with alcohol or drug use. If you need such help, you may get it free of charge from CalWORKs. Some of the questions may sound odd or strange, but please answer them as best you can. If any of the questions make you uncomfortable, you do not have to answer. If you do not answer the questions, we may not be able to help you with your problems; but you **will still** be able to get a cash grant.

If you answer 'Yes' to a question, we may refer you to a professional to talk more about these problems. Even if we do not give you a referral, you can ask to talk to a professional if you want to, and we will refer you.

Because some of the questions are about private matters, your answers will not be told to anyone outside of DPSS. By this, we mean that what you say will be confidential, **unless** you tell me you want to hurt yourself or someone else, or if we learn that a child or elderly person is being hurt or not being cared for. The law says we have to report things like that to the appropriate authorities. Needing help with feelings or with alcohol or drug use is **not enough** to show that your children are being hurt or not being cared for."

2) Emphasize the following points:

- We ask everybody these questions.
- If the participant answers "yes" to a question, he/she may be referred to a professional for a clinical assessment.
- Sometimes people have problems with their nerves or their feelings or with drugs and alcohol.
- The answers provided will not be told to anyone outside of DPSS, unless the participant tells you that he/she wants to hurt him/herself or someone else or if it is learned that a child or elderly person is being hurt or not being cared for.
- Needing help with feelings or alcohol or drug use is not enough to show that children are being hurt or not being cared for.
- If he/she needs help with his/her feelings or alcohol or drug use, CalWORKs will pay for the services.
- His/her CalWORKs money will not be cut, regardless of his/her decision to accept treatment services.

3) Ask the seven Mental Health (MH) questions on the following page.

4) Assign a score point based on the response by the participant to each question. Enter 'D' for each question the participant declined to answer.

5) Total the MH scores. If the score is 4 points or less, ask question 8.

6) Read the following paragraph before asking the Substance Use Disorder (SUD) questions.

"Thank you for answering these questions. Now the next questions are about alcohol and drug use. We want to remind you we are talking about these things and asking these questions to figure out how and if CalWORKs can help you with problems that might make it hard for you to get or keep a job. I will be asking general questions that can help us help you. Again, please answer them as best as you can."

7) Assign a score point based on the SUD response by the participant to each question. Enter 'D' for each question the participant declined to answer.

8) Read the following paragraph after you finish the screening process as your closing statement.

"Again, thank you, for answering these questions. If you want to know more about how CalWORKs can help you or someone you know with feelings, alcohol or drugs, we do have some written information. If you need to talk to someone who can help, you may call the toll-free MH Access Center Hotline (1-800-854-7771)."

9) Review the ancillary checklist below with the participant to determine if the participant needs assistance in attending a clinical assessment (CLA) appointment.

If we ask you to talk to someone about these problems, will you need help with transportation or childcare to go to your appointment?

☐ No ☐ Yes If yes, what type(s) of help?

- ☐ Transportation ☐ Explanation on further treatment options ☐ Childcare ☐ Understand the program rules
☐ Gathering verification documents (Birth certificate, social security card, proof of California residency, resident alien card)
☐ Other (specify) _____

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Participant's Name:		Case Number:	
GSW/CCM/RCM Name	Worker I.D.	Date	

Mental Health (MH) Questions

(Ensure that you have read the three paragraphs under Staff Instruction #1 on the prior page to the participant before asking the following questions)

- In the past 30 days, have you felt nervous, afraid or on edge to the point that you weren't able to take part in everyday, usual activities? 1 - YES 0 - NO ☐
- In the past three months, has anything happened to you that was so frightening or upsetting that you currently are unable to stop thinking about it? 1 - YES 0 - NO ☐
- In the last 30 days, have you frequently felt sad, blue, worthless, or "down in the dumps" to the point that you weren't able to take part in everyday, usual activities? 1 - YES 0 - NO ☐
- In the past 30 days, have you had trouble sleeping, eating, or experiencing less enjoyment in your everyday activities? 1 - YES 0 - NO ☐
- In the past 30 days, have you had trouble paying attention and focusing on tasks? 1 - YES 0 - NO ☐
- In the past 30 days, have you had any thoughts of hurting yourself or other people? 7 - YES 0 - NO ☐
- In the past 30 days, have you heard or seen things other people don't see or hear? 3 - YES 0 - NO ☐

Only ask if participant scores 4 points or less

8. Based on your answers, would you like to talk to a MH professional? ☐ YES ☐ NO

**TOTAL
SCORE**

<input type="checkbox"/> Priority Level 1	If participant scores 7 points or more, refer to a MH provider for a mandatory clinical assessment appointment within 2 working days.
<input type="checkbox"/> Priority Level 2	If participant scores 5 points, refer to a MH provider for a mandatory clinical assessment appointment within 5-10 working days.
<input type="checkbox"/> Priority Level 3	If participant scores 4 points or less and answered YES to question 8, refer to a MH provider for a voluntary clinical assessment appointment within 10-15 working days.
MH Provider:	Date Referred: <input type="checkbox"/> Participant declined to answer one or more questions

Substance Use Disorder (SUD) Questions

(Please ensure that you have read the paragraph under Staff Instruction #6 on the prior page to the participant before asking the following questions)

- How often did you have a drink containing alcohol in the past year? (MARK ONE) ☐
 - ☐ Never (0 points)
 - ☐ 2 to 4 times a month (1 point)
 - ☐ 4 to 5 times a week (4 points)
 - ☐ Monthly or less (1 point)
 - ☐ 2 to 3 times a week (3 points)
 - ☐ 6 or more times a week (6 points)
- How many drinks did you have on a typical day when you were drinking in the past year? (MARK ONE) ☐
 - ☐ 0 drinks (0 points)
 - ☐ 3 to 4 drinks (1 point)
 - ☐ 7 to 9 drinks (3 points)
 - ☐ 1 to 2 drinks (1 point)
 - ☐ 5 to 6 drinks (2 points)
 - ☐ 10 or more drinks (4 points)
- How often did you have 5 or more drinks on one occasion in the past year? (MARK ONE) ☐
 - ☐ Never (0 points)
 - ☐ Monthly (2 points)
 - ☐ Daily, or almost daily (4 points)
 - ☐ Less than Monthly (1 point)
 - ☐ Weekly (3 points)
- Have you abused/misused any drug in the past year, either prescribed or not prescribed by a doctor? ☐ (for example, marijuana, hash, cocaine, heroin, speed, diet pills, ecstasy, valium, LSD, acid, mushrooms, codeine, opioids or other prescription drugs.)

☐ Yes (5 points) ☐ No (0 points)

Questions 1-3
- In your lifetime, have you ever injected a drug for non-medical purposes? ☐ **TOTAL SCORE:**

☐ Yes (5 points) ☐ No (0 points)

Questions 4-5

Refer participant for a **mandatory** clinical assessment appointment within 5 working days if:

- A male participant scores 5 points or more, or a female participant scores 4 points or more on Questions 1-3, or
- Either a male or female participant answer "YES" to either Question 4 or Question 5.

SUD Provider: Date Referred: ☐ Participant declined to answer one or more questions

GN 5140A (01/2020)

How can you get this help?

There are two ways to get this kind of help.

You can call the following phone numbers:

**SUBSTANCE ABUSE
SERVICES HOTLINE**

*(help with problems with alcohol
or drugs if you are receiving
Medi-Cal):*

1-844-804-7500

24 Hours a day, 7 days a week

MENTAL HEALTH SERVICES
*(help with problems with feelings
or nerves):*

1-800-854-7771

24 Hours a day, 7 days a week

You may ask for help for yourself at any time by calling your Eligibility or GAIN Services Worker. We work closely with the County Departments of Public Health and Mental Health, so you can get the best help available.

We are here to help you get on your feet by helping you with problems that make it hard to work.

***Nothing should stand between
you and success!***



Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
www.dpss.lacounty.gov

County of Los Angeles
Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

This brochure is available in Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese.

CAL-1 Rev. 02/21

**County of Los Angeles
Department of Public Social Services**

**CalWORKs
Can Help You
with Problems with
Mental Health and
Substance Use Disorder**



**We Can Help You
Have The
Life You Want!**

We can help you!

If you find it difficult to keep a job or find a new job because of problems with your nerves or feelings, or alcohol or drugs, we can help you deal with them. We have programs called “Specialized Supportive Services” that can help you deal with these problems.

How do I know I need this help?

You may have a problem with **alcohol** or **drugs** if you have:

- Felt you should cut down on your drinking or drug use;
- Had people annoy you by criticizing your drinking or drug use;
- Felt bad or guilty about your drinking or drug use; and/or
- Been unable to control how much you drink and/or use drugs.

You may have a problem with **nerves** or **feelings** if you have:

- Felt very nervous or worried (anxiety and/or feelings of panic);
- Felt sad, blue, or unhappy for long periods;
- Had frequent high and low moods;
- Thought about badly hurting yourself or other people;
- Taken medications (pills or drugs from a doctor) to help with your worry or sadness.

These are only some of the signs that you might have a problem, there are others too. If you are not sure whether or not you have a problem, talk to your Eligibility or GAIN Services Worker.

What kind of help can I get?

You can get our help for problems with nerves or feelings or alcohol or drugs.

Help for problems with alcohol or drugs can include:

- ✓ Detoxification programs
- ✓ Residential or day treatment
- ✓ Individual, group, and family counseling
- ✓ Rehabilitation services
- ✓ **Health care information and referrals**

Help for problems with nerves or feelings can include:

- ✓ Help getting through a crisis
- ✓ On-the-job support services
- ✓ Medication support
- ✓ Individual, group, and family counseling

Who can get this help?

If you are already getting help with a problem with nerves or feelings, or alcohol or drugs, please tell your Eligibility or GAIN Services Worker. You can continue getting this help as part of your GAIN requirements while receiving cash aid. The time you spend getting help can count towards your GAIN requirements.

If a problem like this is making it hard for you to get a job or keep working, tell your Eligibility or GAIN Services Worker. We can help you.

What else should you know?

You can probably get extra money from GAIN to help you pay for child care, transportation, and some work expenses while you get help with these kinds of problems.

If you have used all of your 48 months on CalWORKs, but have problems like these that make it hard for you to work or keep a job, you can still get our help. If you ask for Post-Time Limited Services, you might be able to get more time on your CalWORKs time clock. For more information, talk to your Eligibility or GAIN Services Worker.

These services are also available to people who cannot get CalWORKs: non-citizen parents, non-needy caretakers, and people who qualify under the Violence Against Women Act (VAWA). For more information, you can call the 800 numbers listed on the back.

What will happen to my children?

The law says that your worker has to tell someone if they find out that a child or elderly person is being hurt or not being cared for, **but the fact that you need help with your feelings or with alcohol or drugs is not enough to show that your children are being hurt or not being cared for.** Workers must make a report **only** when they suspect that a child is being physically or sexually abused or is not getting proper housing, clothes, or health care or enough food.

County of Los Angeles

Department of Public Social Services

CONFIDENTIAL DOMESTIC VIOLENCE INFORMATION

INSTRUCTIONS: Begin the questions with an introductory statement, "I am going to ask you some questions to see if you might need help. There are several services available in Los Angeles County to help you keep your family safe free of charge if you are experiencing any of the issues below."

WHAT IS ABUSE? *ABUSE* is physical injury, emotional, mental, or verbal mistreatment by a current or past spouse or intimate partner. Below are some questions that will help you identify if you are/have been abused.

<p>HAS YOUR CURRENT OR PAST PARTNER/SPOUSE:</p> <ol style="list-style-type: none"> 1) Ever harmed you physically. For example, hit, slapped, punched, shoved, kicked, hit you with things, held you down, grabbed you around the neck, or otherwise hurt you?..... 2) Ever threatened you with a weapon to hurt you, kill you or child(ren) or family, or pets?..... 3) Ever abused you emotionally. For example, put you down, made you feel bad about yourself, degraded you in front of others, or blamed you for their behavior, or isolated/controlled most or all your daily activities? 4) Ever forced you to do something sexually that you did not want to do, or take part in unwanted sexual activity?..... 5) Ever stalked you. For example, followed you, made unwanted phone calls to you, or harassed you at work?... 6) Ever prevented you from going to work, school, religious services/activities, seeing/visiting family, or attending scheduled appointments?..... 7) Ever threatened to report you to Immigration/Fraud or other government agency?..... 8) Not give you money or enough money for needed items, or keeps earnings or checking/savings bank account information secret?..... 9) Makes you feel unsafe or afraid in your current relationship or from a previous relationship?..... 	<ol style="list-style-type: none"> a) If you answered "Yes" to any of the questions, you can get help in keeping you/family safe, such as: <ul style="list-style-type: none"> ✓ Emergency help/emergency shelter ✓ Counseling for you and your children ✓ Information on how to be safe ✓ Parenting classes, financial planning, etc. ✓ Free legal help (restraining order, child custody, Immigration issues, etc.) b) If you feel unsafe or afraid and/or are dealing with the effects of a past or current domestic violence, we can connect you or refer you to talk confidentially to a professional about your domestic violence situation. c) If the effects of a past/current abuse keep you from meeting any CalWORKs/Welfare-to-Work Program requirement, you may at any time notify us (DPSS staff), and that may be temporarily waived (excused), such as but not limited to, stop child support collection; stop the 48-month time limit; participation in GAIN; etc. d) If you are residing in a domestic violence shelter and your current CalFresh household contains the abuser, you may qualify for additional allotment of CalFresh benefits and open your own CalFresh household.
<p>NOTE: If answered "Yes" to any question, complete Section A. If "No" to all questions, complete Section B.</p>	
<p>A. I declare under penalty of perjury that I am abused, have been abused, or fear being abused and:</p> <p><input type="checkbox"/> I <i>would</i> like to be referred for domestic violence services.</p> <p><input type="checkbox"/> I <i>am</i> currently receiving domestic violence services.</p> <p><input type="checkbox"/> At this time, I <i>do not</i> want domestic violence services, but I understand that I can request services at any time. I also have been given information about domestic violence.</p>	<p>B. <input type="checkbox"/> I declare that I have reviewed the information on this form with DPSS staff, and have been given information about domestic violence:</p> <p>CAL-3, CalWORKs/WtW brochure <input type="checkbox"/></p> <p>PA 1914, Domestic Violence Referral <input type="checkbox"/></p>
<p>Participant Name/Signature: _____</p>	<p>Date: _____</p>
<p>COUNTY USE ONLY</p>	
<p>Did the applicant/participant disclose domestic violence (DV)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Is the applicant/participant requesting DV services? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, referral date: _____</p> <p>Does the applicant/participant need immediate or expedited services? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, disposition date: _____</p>	
<p>Name of Person Reviewing This Form: _____</p>	<p>Title: _____ Date: _____</p>

PA 1913 (Rev. 02/01/18)

Page 1 of 2

Original to Case File / Copy to Participant

DEFINITIONS

Physical Abuse: Spits, slaps, shakes, shoves, pushes, throws, hits, restrains, beats, clubs, fights; or beats with an instrument, kicks, burns you or your children.

Sexual Abuse: Pressures you into sex, physically forces you into sex, sexually attacks you, follows these acts by violence, has affairs and shares the information about them with you and/or others.

Threats of Violence: Threatens to hurt or kill you, your family, friends, children, co-workers, suspected lovers, and/or pets; threatens you or others with guns, knives, or other weapons; forces you to do something illegal or to drop criminal charges.

Attacks on Property, Pets or Acts of Intimidation: Smashes, destroys belongings; tells you things such as: "you can be next"; performs acts that threaten to harm your reputation with co-workers, family, etc., (e.g., lying about you). Hurts pets. Soils, rips, tears, shreds or destroys your personal property (especially clothes or sentimental objects); makes you afraid by using looks or gestures, or by displaying a weapon.

Emotional or Mental Abuse: Makes you feel (or tells you) that you are stupid, fat, clumsy, ugly or worthless. Tries to make you feel guilty or 'crazy'. Embarrasses you; shares personal information about you with others. Makes fun of you or degrades you in front of others. *This is not just arguing, or domestic disagreements/fights, but a pattern of behavior meant to frighten and/or isolate you.*

Use of Children: Threatens to take the children and keep them from you; intimidates or abuses the children (which is reportable); forces the children to choose between you; puts the children in the middle of an argument.

Denies/Neglect: Denies you access to medical care: cancels doctors' appointments, refuses to purchase medication, withholds medication and will not let you see a doctor or dentist when you are sick or hurt. Neglects basic needs of family: food, housing, work, etc.

Isolation: Keeps you from seeing/visiting family and friends; won't let you talk privately with friends or family. Won't let you keep in touch with, write or call family or friends. Tells you who you can see or talk to; limits the amount of time you spend with or talk to family or friends. Does not allow you to participate in activities outside the home; controls what you read or watch on television.

Economic Abuse: Controls money; controls checking and savings accounts. Does not give you money or give you enough money for needed items; keeps earnings and bank account information secret. Refuses to work to support family; causes problems for you at work. Does not let you work.

Tactics of Power and Control: Tries to make the hitting or abuse seem unimportant to make it appear as if it is your fault. Denies or blames the abuse on you and/or others, coerces and/or threatens you and/or family members. Checks up on you, who you see and who you talk to. Checks your odometer. Makes you report everywhere you go and everyone you see. Withholds affection or threatens suicide.

Reporting to Government Fraud and/or Immigration Agencies: Threatens to report your behavior or immigration status to a government agency.

Stalking: Harasses, terrorizes, repeatedly follows you, makes unsolicited phone calls, sends you unwanted gifts or letters, destroys property.

Abuse of Immigrant Women: Threatens deportation; instills fear of U.S. justice system; threatens family in country of origin; invokes religious/cultural beliefs; prevents you from learning new language; denies you access to information about your rights; lies on legal documents; hides important papers (ID cards, passport); fails to file papers to legalize your status; threatens to take children from this country.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

District Office/GAIN Region:

Case Name:

Case Number:

Worker Name/File No.:

**CalWORKs/WELFARE-TO-WORK
DOMESTIC VIOLENCE WAIVER REQUEST**

CalWORKs helps people who are currently or have been victims of domestic violence in the past. If the past or present abuse temporarily prevents or significantly impairs your ability to be regularly employed; or to participate in welfare-to-work; or to comply with certain program rules/requirements, you may ask that the County "waive" (not apply) certain CalWORKs Eligibility and/or Welfare-to-Work program rules/requirements, including the 48-month time limit. The County will let you know if you are eligible for waiver due to domestic abuse in writing.

Completed by Participant

☐ I am currently a victim of domestic violence and have been in this situation since: ____/____/____
MONTH/YEAR

☐ I was in a domestic violence situation from: ____/____/____ to ____/____/____.
MONTH/YEAR MONTH/YEAR

NOTE: If you are dealing with the effects of a past domestic violence situation, you should identify yourself as "currently a victim of domestic violence."

I want the County to waive the: (Check all that apply)

- A. ☐ **CalWORKs Eligibility Program rule/requirement:** _____
- B. ☐ **Welfare-to-Work Program requirements.**
- C. ☐ **CalWORKs 48-Month Time Limit**
☐ Stop the 48-Month Time Limit ☐ Extend the 48-Month Time Limit

(Check one)

- ☐ I would like to be referred for domestic violence services to help me overcome this barrier.
- ☐ I am currently unable to participate in welfare-to-work activities or domestic violence services due to the effects of a past or present domestic abuse.

- ☒ I understand that I will be referred for an assessment of the domestic violence situation, even if I do not want to access domestic violence services at this time.
- ☒ I understand that I must keep in communication with my DPSS Eligibility Worker, GAIN Services Worker or Case Manager and respond in person, by phone, or in writing to any notices and/or appointments I receive.
- ☒ I understand that if the County says no to any request, I have the right to ask for a state hearing.

Participant's Signature _____

Date _____

SSS EW/GSW/CASE MGR

File No.

Tel. No.

Date

These rules apply; you may review them at a welfare office, Manual Program Policy Sections 42-711/42-715/42-713/42-302
CW 2199-LA (01-03-2017)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Addressee

Case Name
Case Number:
Worker:

**CalWORKs/WELFARE-TO-WORK
DOMESTIC VIOLENCE WAIVER DETERMINATION**

The county has made a determination on the domestic violence waiver requested on ____/____/____

A. CalWORKs Eligibility Rule/Requirement Waiver: _____

- ☐ Approved effective ____/____/____, it was determined that your condition/circumstance temporarily qualifies you for a waiver.
- ☐ Denied - Reason for denial: _____

Manual Program Policy 42-713/ Manual Program Policy: _____

SSS EW:	File No.:	Tel. No.:	Date:
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B. Welfare-to-Work

- ☐ Approved effective ____/____/____, it was determined that Good Cause exists and you will not be required to participate in Welfare-to-Work.
- ☐ Approved effective ____/____/____, it was determined that your circumstance temporarily prevents/impairs your ability to be regularly employed or fully participate in Welfare-to-Work activities.
- ☐ Denied - Reason for denial: _____

You will get a notice telling you when to attend a meeting to discuss participation in regular employment or full participation in Welfare-to-Work activities.

Manual Program Policy 42-713.21/ Manual Program Policy 42-711

C. CalWORKs 48-Month Time Limit

I. Exemption (Clock Stopper)

- ☐ Approved - Each month of aid for the period that your condition/circumstance lasts will not count towards the CalWORKs 48-Month Time Limit from: ____/____/____ to ____/____/____; or Beginning ____/____/____.
- ☐ Denied - Each month of aid will continue to count toward the CalWORKs 48-month time limit. Reason for denial: _____

Manual Program Policy 42-302.1/ Manual Program Policy 42-302.2/ Manual Program Policy 42-715

II. Extender

- ☐ Approved - Your condition/circumstances temporarily qualifies you for a time limit extender of the CalWORKs 48-Month Time Limit starting from: ____/____/____.
- ☐ Denied - Reason for denial: _____

Manual Program Policy 42-302.3/ Manual Program Policy 42-715

SSS GSW/CASE MGR	File No.	Tel. No.	Date
------------------	----------	----------	------

YOU MAY ASK FOR A STATE HEARING IF YOU THINK THIS IS WRONG. "YOUR HEARING RIGHTS" FORM ON THE BACK SIDE OF THIS PAGE TELLS YOU HOW TO ASK FOR A STATE HEARING.

These rules apply; you may review them at a welfare office, Manual Program Policy Sections 42-711/ 42-715/ 42-713/ 42-302

CW 2198-LA (Rev. 01/03/17)

YOUR HEARING RIGHTS

You have the right to ask for a hearing if you disagree with any county action. You have only 90 days to ask for a hearing. The 90 days started the day after the county gave or mailed you this notice. If you have good cause as to why you were not able to file for a hearing within the 90 days, you may still file for a hearing. If you provide good cause, a hearing may still be scheduled.

If you ask for a hearing before an action on Cash Aid, Medi-Cal, CalFresh, or Child Care takes place:

- Your Cash Aid or Medi-Cal will stay the same while you wait for a hearing.
- Your Child Care Services may stay the same while you wait for a hearing.
- Your CalFresh benefits will stay the same until the hearing or the end of your certification period, whichever is earlier.

If the hearing decision says we are right, you will owe us for any extra Cash Aid, CalFresh or Child Care Services you got. To let us lower or stop your benefits before the hearing, check below:

Yes, lower or stop: ☐ Cash Aid ☐ CalFresh
☐ Child Care

While You Wait for a Hearing Decision for:

Welfare to Work:

You do not have to take part in the activities.

You may receive child care payments for employment and for activities approved by the county before this notice.

If we told you your other supportive services payments will stop, you will not get any more payments, even if you go to your activity.

If we told you we will pay your other supportive services, they will be paid in the amount and in the way we told you in this notice.

- To get those supportive services, you must go to the activity the county told you to attend.
- If the amount of supportive services the county pays while you wait for a hearing decision is not enough to allow you to participate, you can stop going to the activity.

Cal-Learn:

- You cannot participate in the Cal-Learn Program if we told you we cannot serve you.
- We will only pay for Cal-Learn supportive services for an approved activity.

OTHER INFORMATION

Medi-Cal Managed Care Plan Members: The action on this notice may stop you from getting services from your managed care health plan. You may wish to contact your health plan membership services if you have questions.

Child and/or Medical Support: The local child support agency will help collect support at no cost even if you are not on cash aid. If they now collect support for you, they will keep doing so unless you tell them in writing to stop. They will send you current support money collected but will keep past due money collected that is owed to the county.

Family Planning: Your welfare office will give you information when you ask for it.

Hearing File: If you ask for a hearing, the State Hearing Division will set up a file. You have the right to see this file before your hearing and to get a copy of the county's written position on your case at least two days before the hearing. The state may give your hearing file to the Welfare Department and the U.S. Departments of Health and Human Services and Agriculture. (W&I Code Sections 10850 and 10950.)

TO ASK FOR A HEARING:

- Fill out this page.
- Make a copy of the front and back of this page for your records. If you ask, your worker will get you a copy of this page.
- Send or take this page to:

Appeals and State Hearings Section
P.O. Box 18890
Los Angeles, CA 90018

OR

- Call toll free: 1-800-952-5253 or for hearing or speech impaired who use TDD, 1-800-952-8349.

To Get Help: You can ask about your hearing rights or for a legal aid referral at the toll-free state phone numbers listed above. You may get free legal help at your local legal aid or welfare rights office.

If you do not want to go to the hearing alone, you can bring a friend or someone with you.

HEARING REQUEST

I want a hearing due to an action by the Welfare Department of _____ County about my:

- ☐ Cash Aid ☐ CalFresh ☐ Medi-Cal
☐ Other (list) _____

Here's Why: _____

- ☐ If you need more space, check here and add a page.
☐ I need the state to provide me with an interpreter at no cost to me. (A relative or friend cannot interpret for you at the hearing.)

My language or dialect is: _____

NAME OF PERSON WHOSE BENEFITS WERE DENIED, CHANGED OR STOPPED

BIRTH DATE: _____ PHONE NUMBER: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

ADDRESS OF PERSON COMPLETING THIS FORM: _____ PHONE NUMBER: _____

- ☐ I want the person named below to represent me at this hearing. I give my permission for this person to see my records or go to the hearing for me. (This person can be a friend or relative but cannot interpret for you.)

NAME: _____ PHONE NUMBER: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

W&I BACK (REPLACES W&I BACK 5 AND EP 5) (REVISED 10/10/04) - REQUIRED FORM - NO SUBSTITUTE PERMITTED

What if I need help right away?

If someone is hurting you, or if you are afraid and need help right away, call:

Domestic Violence Hotline

1-800-978-3600

***If you are in immediate danger, please call
911***

How do I get CalWORKs domestic violence help?

When you apply for cash aid, a worker will review the available domestic violence services with you.

You may ask at any time for help for domestic violence services while you are receiving or applying for cash aid; tell your Eligibility or GAIN Services Worker right away. The domestic violence services are free and will count as part of your GAIN/WTW participation activities.

We work with many agencies that can help you, even when you are no longer receiving cash aid because you used up your 60 months of CalWORKs.

There are several services available in Los Angeles County to help you get on your feet and keep your family safe.

Nothing
should stand between you and success!



Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
www.dpss.lacounty.gov

County of Los Angeles
Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District



CalWORKs Specialized Supportive Services for Victims of Domestic Violence



**We Can Help You
Have The
Life You Want!**

CAL-3 Rev. 6/14/22

What is domestic violence?

Domestic abuse is any action or threat against you by a current or past intimate partner.

How do I know if I've been abused?

If you can identify any of these actions in your life, you may be a victim of domestic violence.

- **Physical Abuse:** hitting, punching, shoving, throwing things, or using weapons.
- **Sexual Abuse:** forcing you to have sex against your will, or any sexual activity involving a child.
- **Emotional or Mental Abuse:** putting you down, name calling, controlling what you do, playing mind games, or threatening to take away your children.
- **Isolation:** not letting you see your family or friends; keeping you locked in the house.
- **Economic Abuse:** controlling all the money; keeping you from having or keeping a job; not giving you money to buy things you need.
- **Stalking:** harassing, terrorizing, and following you wherever you go; calling you all the time.

How can I prove that I am abused to get DPSS' help?

Your sworn statement is enough proof to show abuse. You do not have to have any police reports or other documents. Everything you tell us will be kept confidential to the extent of the applicable law.

We can help you!

We know that it can be hard enough to work without having to worry about the abuse in your home or family. You may be worried that you will not be able to support yourself if you leave your abuser. **You are not alone. It is not your fault. DPSS can help.**

What kind of help is available?

There are several services available to help you end the abuse in your life and the lives of your family. Some of these services include:

- **Emergency housing and safety planning:** help with leaving an abusive household, safety planning, free emergency shelter, clothing, food, and health referrals.
- **Getting settled:** help with transitional housing, children's activities, budgeting, transportation, financial planning, and setting and keeping schedules.
- **Counseling:** individual and group counseling for adults and children, and battered women's support groups.
- **Parenting classes:** child development education, discipline, and developing healthy parent-child relationships.
- **Legal services:** restraining orders, child and spousal support, custody, visitation, dependency court, property division, and immigration issues.

What else should I know?

If you are working and/or are participating in GAIN/ Welfare-to-Work (WtW) or Refugee Employment Program, you may get extra money to help you pay for childcare, transportation, uniforms, tools, if needed for work/training or school.

If abuse keeps you from meeting certain CalWORKs and GAIN/WtW Program requirements, you may ask DPSS staff at any time to waive (excuse) certain program requirements, such as, but not limited to:

- **Stop the 60-month clock on cash aid:** The 60-month time limit on cash aid can be stopped or turned back.
- **Waive out of GAIN/WtW:** You can request to waive the GAIN program requirements and still get domestic violence help.
- **Stop child support collections:** You can stop the County from going after your child(ren)'s absent parent for child support if it is dangerous for you or your child.

What if I am not a U.S. citizen or Legal Permanent Resident?

If you are not a U.S. citizen or legal permanent resident and you or your child is or was a victim of domestic violence, you may be eligible to apply at the United States Citizenship & Immigration Services to improve your immigration status so that you can legally work or live in the United States.

For more information, ask your Eligibility or GAIN Services Worker for a referral, or call any of the legal services offices for help and advice.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Monthly Attendance Report Form

Report for the Month of 20

Participant Address



GAIN/REP Office Address

Participant Name

Case Number

Date

In order to make sure that we provide you with transportation and other services, we need you to record your monthly attendance in each of your Welfare-to-Work Activities. In the boxes below, tell us about your Welfare-to-Work Activities listed below for the month of _____ Year _____. Please give this form to your service provider listed so they can verify your hours. Return this form to your GAIN Services Worker/REP Case Manager (GSW/RCM) on or before _____. Failure to provide this form by the due date may affect your eligibility to receive transportation and other services. If you have any questions, please contact your GSW/RCM.

GSW/RCM Name	File Number	GSW/RCM Phone	Fax													
Please record hours of attendance and excused absences. If absent please write reason for absence and attach verification.																
Activity		Scheduled Hours														
Provider #1																
Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																
* Colleges verify enrollment only Contact Name: _____ Title: _____ Phone: _____ Signature: _____ Date: _____ <input type="checkbox"/> I still need <input type="checkbox"/> transportation <input type="checkbox"/> child care and/or <input type="checkbox"/> other services <input type="checkbox"/> I am requesting to begin receiving <input type="checkbox"/> transportation <input type="checkbox"/> child care and/or <input type="checkbox"/> other services																Provider #1 Stamp: 
Absence Reporting																
Date(s)	Hours absent	Reason(s) you did not Attend										County use only: Number of hours GSW validates and lists source				
Activity		Scheduled Hours														
Provider #2																
Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																
* Colleges verify enrollment only Contact Name: _____ Title: _____ Phone: _____ Signature: _____ Date: _____ <input type="checkbox"/> I still need <input type="checkbox"/> transportation <input type="checkbox"/> child care and/or <input type="checkbox"/> other services <input type="checkbox"/> I am requesting to begin receiving <input type="checkbox"/> transportation <input type="checkbox"/> child care and/or <input type="checkbox"/> other services																Provider #2 Stamp: 
Absence Reporting																
Date(s)	Hours absent	Reason(s) you did not Attend										County use only: Number of hours GSW validates and lists source				

I hereby certify the information listed above is true and correct. In addition, I authorize the release of information to DPSS/State/Federal agencies for purposes of auditing, monitoring and verifying information.

Participant Signature: _____ Date: _____

GN6365(07/14) Revised

THIS FORM IS REQUIRED EACH MONTH TO VERIFY YOUR PARTICIPATION

Example and Instructions

Activity: Vocational Training (Clerical Program)														Scheduled Hours: 30											
Provider: Valley College																									
A	Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16								
	Hours	H	6			6	6		6	6			6	6	6	6	8								
	Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total								
	Hours			H	6	6	6	8			8	6	6	6	6		122								
* Colleges verify enrollment only																									
B	Contact Name: <u>Jane Doe</u>										Title: <u>CalWORKs Coordinator</u>														
	Phone: <u>(888) 891-8923</u>										Signature: <u>Jane Doe</u> Date: <u>1/31/09</u>														
C	<input type="checkbox"/> I still need <input type="checkbox"/> transportation <input type="checkbox"/> child care and/or <input type="checkbox"/> other services <input type="checkbox"/> I am requesting to begin receiving <input type="checkbox"/> transportation <input type="checkbox"/> child care and/or <input type="checkbox"/> other services																								
	Absence Reporting <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Date(s)</th> <th>Hour(s) absent</th> <th>Reason(s) you did not Attend</th> </tr> <tr> <td>1/7/09</td> <td>6</td> <td>Child was sick</td> </tr> <tr> <td>1/1/09 & 1/19/09</td> <td>12</td> <td>School Holiday</td> </tr> </table>																	Date(s)	Hour(s) absent	Reason(s) you did not Attend	1/7/09	6	Child was sick	1/1/09 & 1/19/09	12
Date(s)	Hour(s) absent	Reason(s) you did not Attend																							
1/7/09	6	Child was sick																							
1/1/09 & 1/19/09	12	School Holiday																							
<div style="border: 1px dashed black; padding: 10px; display: inline-block;"> One Stamp per Provider </div> <div style="border: 1px solid black; padding: 5px; margin-left: 10px;">E</div>																									

INSTRUCTIONS - PARTICIPANT

Section A	Reporting Hours	Write the actual hours you attended your education/training activity each day in an hour and minute format. For example: Write 1:30 to indicate 1 hour and 30 minutes. <i>Do not write 1.5 to indicate 1 hour and 30 minutes.</i>
	Study Time	<ul style="list-style-type: none"> Separate your study time from your class time. If the study time is supervised, then attach verification of the supervised study time. Makes copies of this form if you need additional space.
Section C	Transportation/Child Care	Request any services you need.
Section D	Reporting Absence(s)	<ul style="list-style-type: none"> Write down the date(s) and reason(s) you did not attend on a schedule date. Attach written <u>verification of absences</u>. <p>Note: Verification can include a doctor statement, a provider statement or a personal note signed by you explaining the reason for the absence.</p> <p><u>Types of excused absences:</u> absences approved by your activity provider; Holidays observed by the school administrators/provider; Medical appointments for you or your children; Appointment with Eligibility or GAIN Services Workers; No child care or transportation problems; School appointments; Job interviews; Illness for you or your children; Family issues such as death in family, domestic violence, etc.</p>
Verification of Information		Once you have completely filled in your hours of participation: 1. Sign and date the form. 2. Submit form to the CalWORKs Office in your school or training provider for signature.
What's next?		Once the provider completes Section B and E, if they did not fax the form to your GAIN Services Worker (GSW), return the completed form to your GSW by the due date indicated on the front of the form.

INSTRUCTIONS - PROVIDER

Section B and E	Please review form with participant and complete sections B and E. Once completed, the form may be faxed or returned to the participant. Only one stamp per provider is needed.
-----------------	---

GN 6365 Back (7/14)

In-House Job Search Activities

Participant Name		Case Number	Worker ID #	Business Services Specialist Name		
Job Search Entry/Service Date:	Start Time:	End Time:	Total Time:	Services Provided		
You must <input checked="" type="checkbox"/> check			Yes	No	N/A	
1. Was an online verification attached? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Were there discrepancies? If Yes, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Was the completion of an application and a position verified? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Was the contact name, title, phone number, and address verified? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Was an additional employer application completed? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments						
Job Search Entry/Service Date:	Start Time:	End Time:	Total Time:	Services Provided		
You must <input checked="" type="checkbox"/> check			Yes	No	N/A	
1. Was an online verification attached? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Were there discrepancies? If Yes, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Was the completion of an application and a position verified? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Was the contact name, title, phone number, and address verified? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Was an additional employer application completed? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments						
Job Search Entry/Service Date:	Start Time:	End Time:	Total Time:	Services Provided		
You must <input checked="" type="checkbox"/> check			Yes	No	N/A	
1. Was an online verification attached? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Were there discrepancies? If Yes, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Was the completion of an application and a position verified? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Was the contact name, title, phone number, and address verified? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Was an additional employer application completed? If No, see comments section below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments						
			Total Hours:			
Verified by: _____ (Print Name/Title)			Date: _____			
Verified by: _____ (Signature)			Phone Number: _____			

GN 6367 (Revised 7/23)

In-House Job Search (IHJS) Timesheet

Participant Name		Case Number		Worker ID #	
Activity Start Date		Activity Scheduled End Date			

Week 1 <small>Enter Day of the Week</small>	Week Start Date	Week End Date		# of Hours
	Date	Start Time	Finish Time	
Weekly Hour Requirement		Total Weekly Hours		

Week 2 <small>Enter Day of the Week</small>	Week Start Date	Week End Date		# of Hours
	Date	Start Time	Finish Time	
Weekly Hour Requirement		Total Weekly Hours		

Week 3 <small>Enter Day of the Week</small>	Week Start Date	Week End Date		# of Hours
	Date	Start Time	Finish Time	
Weekly Hour Requirement		Total Weekly Hours		

Week 4 <small>Enter Day of the Week</small>	Week Start Date	Week End Date		# of Hours
	Date	Start Time	Finish Time	
Weekly Hour Requirement		Total Weekly Hours		
		Total Hours		

Hours Verified by: _____ <small>(Print Name and Title)</small>	Date: _____
Signature: _____	Phone Number: _____

GN 6367-1 (Revised 6/15/23)

Employer Contact Daily Log

Job Search Date (MM/DD/YY): ____/____/____

Required Hours/Day:		Participant Name: _____ Case Number: _____	
Take a 30-minute meal break for 6 hours or more of Job Search (meal break does not count toward Total Hours of participation)			
Job Search Time Travel Time (Hours: Min) Start Time / End Time	Online Applications If a resume and/or application is submitted online, attach an email verification.	In Person Applications/Interviews	County Use Entry Status
No Travel Allowed to and from home	Position applied for: _____	Employer Name: _____	Valid <input type="checkbox"/> Invalid <input type="checkbox"/>
Start: _____ am/pm	Name of Website: _____	Address: _____ City & Zip Code _____	(See GN 6367)
End: _____ am/pm	Verification attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contact Name & Title: _____ Phone Number: (____) _____	____: ____
		Position applied for: _____	
		Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Travel Time: _____	Position applied for: _____	Employer Name: _____	Valid <input type="checkbox"/> Invalid <input type="checkbox"/>
Start: _____ am/pm	Name of Website: _____	Address: _____ City & Zip Code _____	(See GN 6367)
End: _____ am/pm	Verification attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contact Name & Title: _____ Phone Number: (____) _____	____: ____
		Position applied for: _____	
		Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Travel Time: _____	Position applied for: _____	Employer Name: _____	Valid <input type="checkbox"/> Invalid <input type="checkbox"/>
Start: _____ am/pm	Name of Website: _____	Address: _____ City _____	(See GN 6367)
End: _____ am/pm	Verification attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contact Name & Title: _____ Phone Number: (____) _____	____: ____
		Position applied for: _____	
		Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Travel Time: _____	Position applied for: _____	Employer Name: _____	Valid <input type="checkbox"/> Invalid <input type="checkbox"/>
Start: _____ am/pm	Name of Website: _____	Address: _____ City & Zip Code _____	(See GN 6367)
End: _____ am/pm	Verification attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contact Name & Title: _____ Phone Number: (____) _____	____: ____
		Position applied for: _____	
		Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Travel Time: _____	Position applied for: _____	Employer Name: _____	Valid <input type="checkbox"/> Invalid <input type="checkbox"/>
Start: _____ am/pm	Name of Website: _____	Address: _____ City & Zip Code _____	(See GN 6367)
End: _____ am/pm	Verification attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contact Name & Title: _____ Phone Number: (____) _____	____: ____
		Position applied for: _____	
		Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Participant Signature _____		Countable Job Search Hours (HH:MM) ____: ____ Date: _____	
		Verified by: _____ Signature _____ (Print Name)	

Employer Contact Daily Log

Job Search Date (MM/DD/YY): ____/____/____

INSTRUCTIONS FOR COMPLETING THIS FORM (Print Clearly)

PARTICIPANT: Completes the following sections (sample on right side):
(See sample of form provided)

- | | |
|--|---|
| Job Search Date | ✓ Enter the date the job search started in following format month/day/year. |
| Job Search Time | ✓ Enter time each job search started and ended.
NOTE: Hours of participation are not counted for the following: <ol style="list-style-type: none"> 1. travel time from home to the first job search site, 2. travel time from last job search site and back home at the end of the day, and 3. travel time to/from lunch to the next job search site. |
| Travel Time Used | ✓ Compute and record the minutes and hours in field using the previous end time of a job entry to the following start time of the next job entry. |
| Online Applications | ✓ Enter the title of the position for which an application was submitted. Provide the website or website address.
NOTE: Online verification must include but is not limited to: <ol style="list-style-type: none"> 1. participant name/personal mail address, 2. prospective employers or job search engine name, 3. job search date and time, and confirmation number. |
| Verification attached | ✓ Mark an applicable selection (email confirmation of application must be attached for all online job search entries). |
| In Person Applications/Interviews | ✓ Contact name, title and phone number of the person receiving the employment application/resume/ or conducting the interview. |
| Participant Signature | ✓ Participant signs and dates certifying the completion of Employer Contact Daily Log. |

Employer Contact Daily Log

Job Search Date (MM/DD/YY): 07 / 01 / 2023

Required Hours/Day: 4		Participant Name: <u>Jane Doe</u> Case Number: <u>B123456</u>	
Take a 30-minute meal break for 6 hours or more of Job Search (meal break does not count toward Total Hours of participation)			
Job Search Time Travel Time (Hours: Min) Start Time / End Time	Online Applications <small>If a resume and/or application is submitted online, attach an email verification.</small>	In Person Applications/Interviews	County Use Entry Status
No Travel Allowed to and from home	Position applied for: <u>Clerk</u>	Employer Name: _____ Address: _____ City & Zip Code _____ Contact Name & Title: _____ Phone Number: (____) _____ Position applied for: _____ <small>Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	Valid <input type="checkbox"/> Invalid <input type="checkbox"/> (See GN 6367) _____
Start: 07:52 <input type="text"/> End: 08:41 <input type="text"/>	Name of Website: <u>Indeed.com</u> Verification attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Travel Time:	Position applied for: <u>Receptionist</u>	Employer Name: _____ Address: _____ City & Zip Code _____ Contact Name & Title: _____ Phone Number: (____) _____ Position applied for: _____ <small>Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	Valid <input type="checkbox"/> Invalid <input type="checkbox"/> (See GN 6367) _____
Start: 08:41 <input type="text"/> End: 09:29 <input type="text"/>	Name of Website: <u>Indeed.com</u> Verification attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Travel Time:	Position applied for: <u>Office Assistant</u>	Employer Name: _____ Address: _____ City _____ Contact Name & Title: _____ Phone Number: (____) _____ Position applied for: _____ <small>Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	Valid <input type="checkbox"/> Invalid <input type="checkbox"/> (See GN 6367) _____
Start: 09:29 <input type="text"/> End: 10:22 <input type="text"/>	Name of Website: <u>Indeed.com</u> Verification attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Travel Time:	Position applied for: <u>Cashier</u>	Employer Name: _____ Address: _____ City & Zip Code _____ Contact Name & Title: _____ Phone Number: (____) _____ Position applied for: _____ <small>Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	Valid <input type="checkbox"/> Invalid <input type="checkbox"/> (See GN 6367) _____
Start: 10:22 <input type="text"/> End: 11:06 <input type="text"/>	Name of Website: <u>Indeed.com</u> Verification attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Travel Time:	Position applied for: <u>Front Desk Clerk</u>	Employer Name: _____ Address: _____ City & Zip Code _____ Contact Name & Title: _____ Phone Number: (____) _____ Position applied for: _____ <small>Was an application and/or resume submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	Valid <input type="checkbox"/> Invalid <input type="checkbox"/> (See GN 6367) _____
Start: 11:06 <input type="text"/> End: 11:32 <input type="text"/>	Name of Website: <u>Indeed.com</u> Verification attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Travel Time:	Position applied for:	Employer Name: <u>ABC Company</u> Address: <u>123 Rosemead Blvd.</u> City & Zip Code <u>El Monte, 91731</u> Contact Name & Title: <u>John Smith / HR Manager</u> Phone Number: (626) <u>123-4567</u> Position applied for: <u>Customer Service Representative</u> <small>Was an application and/or resume submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>	Valid <input type="checkbox"/> Invalid <input type="checkbox"/> (See GN 6367) _____
Start: 11:58 <input type="text"/> End: 12:52 <input type="text"/>	Name of Website: Verification attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Participant Signature <u>Jane Doe</u>		Countable Job Search Hours (HH:MM) _____ Date: _____ Verified by: _____ Signature _____ <small>(Print Name)</small>	

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**REQUEST FOR MENTAL HEALTH CLINICAL ASSESSMENT – PART I
OR
WAIVER OF MENTAL HEALTH CLINICAL ASSESSMENT – PART II**

This form is only to be used for participants who have scored into Priority Level 3 on the GN 6140A.

Part I

REQUEST FOR CLINICAL ASSESSMENT

Case Number: _____

Although my screening for mental health barriers did not result in a mandatory clinical assessment,

I, _____, would like to attend a mental health clinical assessment
(Participant's name)

in order to talk to a mental health professional.

(Participant's signature)

(Date)

Part II

WAIVER OF CLINICAL ASSESSMENT

Case Number: _____

I, _____, have been informed that I can receive mental health
(Participant's name)

clinical assessment services. Although I have been determined to have a non-urgent need to talk to
a mental health professional, I choose not to be referred to mental health clinical assessment.

I understand that I am still required to participate and comply with the Welfare-to-Work Plan that I
sign. If I do not comply and do not have good cause, I understand that my grant may be lowered.

However, this does not prevent me from declaring at a later date that domestic violence,
mental health and/or substance abuse issues may be interfering with my Welfare-to-Work Plan.

(Participant's signature)

(Date)

GSW/CCM/RCM Name:	File Number:	Date:
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GN 6372 (02/2010)

APPENDIX A
EXHIBIT B
Technical Exhibit B-14

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

MISCELLANEOUS TRANSMITTAL

Write in Title of Document Transmitted			
TO:		FROM DISTRICT	DATE:
CASE NUMBER	CLASS OF AID	CASE SURNAME	REMARKS
RECEIVED BY			DATE RECEIVED

76T589B - PA -6-1 (Rev. 6/73) - PS 7 - 83



COUNTY OF LOS ANGELES

CHILD CARE — GENERAL INFORMATION

If you are a CalWORKs participant and you are employed or attending an approved Welfare-to-Work activity, you may be eligible for Stage 1 child care under the following CalWORKs programs:

- GAIN (Greater Avenues for Independence)
- Cal-Learn
- Employed Individuals
- Refugee Employment Program

CHOOSING CHILD CARE - You can choose a different kind of care for each child in your family:

• **Licensed Center Care:**

When child care is provided in a center setting, a license is required. Staff are required to have completed education in early childhood education.

• **Licensed Family Child Care Home:**

Small family child care homes are licensed for a capacity of up to 6, or if when certain criteria are met, up to 8. Large family child care homes are licensed for a capacity of up to 12, or if when certain criteria are met, up to 14.

• **License-Exempt Care:**

A license is not required for:

- ❖ Any person providing care for the children of one family in addition to the provider's own children;
- ❖ Any care and supervision of children by a relative or guardian;
- ❖ Certain public and private schools that operate a program before and/or after school for school-age children;
- ❖ Certain public and private youth organizations who provide development/enrichment programs;
- ❖ Certain public and private recreation programs;
- ❖ Cooperative arrangements between parents that involve no payments; or
- ❖ Child care provided on federal lands.

• **Before and After-School Programs for 11 and 12-year old children:**

The preferred placement for children of CalWORKs participants who are 11 to 12 years of age is with before and after-school programs which provide educational, literacy, tutoring and homework assistance. For more information and site locations, telephone your local Resource & Referral (R&R) agency listed on the next page.

QUALITY CHILD CARE - Guidelines to seeking the best care for your child:

- If the child care provider is not licensed and is not the child's aunt, uncle, or grandparent, is he or she willing to be registered with *Trustline*? (Those who choose to register with *Trustline* are able to provide proof of California Criminal History, Child Abuse Index and the FBI's National Crime Information Center background clearance.)
- Is the provider's home/building safe, clean, and well-kept? Are toys, books, puzzles, and games provided?
- Does the provider make you feel comfortable and welcome?
- Is there a verbal or written agreement that explains both your and the child care provider's responsibilities?
- If the provider is ill, can he or she refer you to another provider? Do you have a back-up child care provider?

QUALITY CHILD CARE – Guidelines to seeking the best care for your child: (Continued)

- Do you agree with the way the child care provider disciplines children? Are you comfortable with diaper change and/or toilet procedures?
- Are healthy meals/snacks provided? If your child needs a special diet, will the provider prepare those meals?
- What does the provider do in emergencies like earthquakes, fire, and illness?
- Are the locations, hours and cost over what CalWORKs will pay?

RESOURCE AND REFERRAL/ALTERNATIVE PAYMENT PROGRAM (R&R/APP) AGENCIES

If you need help locating a licensed child care provider, you may contact the local Resource and Referral agency in your area, shown below with an asterisk (*) in front of the agency's name.

*Center for Community and Family Services 649 East Albertoni Street, Ste. 200 Carson, CA 90746 (310) 217-2800	City of Norwalk 12035 Firestone Blvd Norwalk, CA 90651 (562) 462-1713	*Mexican-American Opportunity Foundation 401 North Garfield Avenue Montebello, CA 90640 (323) 890-9600
*Child Care Information Services- Pasadena 2465 East Walnut Street Pasadena, CA 91107 (626) 449-8221	*Connections for Children 2701 Ocean Park Boulevard, Ste. 253 Santa Monica, CA 90405 (310) 452-3202	*Options 13100 Brooks Drive #100 Baldwin Park, CA 91706 (626) 856-5900
*Child Care Resource Center <u>San Fernando Valley</u> 20001 Prairie Street Chatsworth, CA 91311 (818) 717-1000	*Crystal Stairs 5110 W. Goldleaf Circle, Ste. 150 Los Angeles, CA 90056 (323) 299-8998 Information (323) 421-1028 Applications	*Pathways 3550 West 6 th Street #500 Los Angeles, CA 90020 (213) 427-2700
<u>Antelope Valley</u> 42281 10 th Street West Lancaster, CA 93534 (661) 949-0615	Drew Child Development Corporation 3737 Martin Luther King Jr. Blvd, Ste. 525 Lynwood, CA 90262 (310) 609-3885	*Pomona Unified School District 1460 E. Holt Avenue, Ste.130A Pomona, CA 91767 (909) 397-4740
*Children's Home Society of California 330 Golden Shore, Ste. 20 Long Beach, CA 90802 (562) 256-7400	International Institute of Los Angeles 3845 Selig Place Los Angeles, CA 90031 (323) 224-3800	

YOUR RIGHTS AND RESPONSIBILITIES

YOUR RIGHTS

- To be informed of child care services at Intake (application), Redetermination (annual review) or when Welfare-to-Work plan activities begin or are changed.
- To be evaluated for eligibility to paid child care as a CalWORKs participant if you are employed or attending an approved Welfare-to-Work activity.
- To choose the child care provider that is best for you and your children, and to be assisted.
- To be served without regard to race, color, national origin, religion, political affiliation, marital status, sex, disability, or age. You may file a complaint if you have been discriminated against.
- To have the right to file a fair hearing request when a negative action is taken and you believe it is incorrect.

YOUR RESPONSIBILITIES

- To have your child care provider submit a completed *Trustline* application TLR 1 and complete the Health and Safety Self-Certification CCP 4 form within 7 calendar days of the first day child care services begin, if he or she is not required to have a license (license-exempt), and he or she is not exempt from *Trustline* requirements. (Please see *Trustline* and Health and Safety Self-Certification/Facility Checklist section below.)
- To inform the County or local child care agency as soon as you have a need for paid child care. CalWORKs will help you pay for child care only after you request paid child care.
- To request paid child care within 30 calendar days from the first day you receive child care services from your provider, so that the provider can be paid for the services provided to you.
- To inform the agency of your child care needs on the ST1-05, Parent-Provider Child Care Services Agreement.
- To pay for any child care services received if your child care provider does not meet certain requirements.
- To give your worker the facts required, show proof of them as needed, and promptly report all income or other household changes within 5 days of the changes, or repayment may be required by your child care provider and you.
- To submit child care changes prior to making the change to ensure payment for the new arrangement (this includes child no longer receiving care, provider change, hours of care change, transferring to before or after-school program for 11 or 12-year olds, etc.).
- To agree to sign this form as an acknowledgment that information was provided to you and understood.

DUE PROCESS

Your child care Due Process rights and responsibilities are subject to changes through different CalWORKs child care stages as you move through your Welfare-to-Work plan. You will be notified of any changes which may affect you. Read all your notices closely and carefully.

TRUSTLINE AND HEALTH AND SAFETY SELF-CERTIFICATION/FACILITY CHECKLIST

Some license-exempt providers need to be fingerprinted and have a criminal background check. License-exempt providers who pass the criminal background check are registered with *Trustline*, a statewide database of child care providers that have no disqualifying criminal convictions. If you select a license-exempt provider who will provide child care in your home or at another location instead of a licensed center or family child care home, the following procedures must be followed:

- As of February 1, 2008, new license-exempt child care providers, except aunts, uncles, grandparents by blood, marriage, or court decree, and public schools or recreational programs, must be *Trustline*-registered before any payments for subsidized child care services can be made.
- When you ask for child care or request a change in child care providers, and the provider is not licensed, you will need that provider to show proof that he or she is *Trustline*-registered or has applied for *Trustline* registry. In addition, your child care provider must also fill out a Health and Safety Self-Certification CCP 4 form within 7 calendar days. Related providers need to complete a Declaration of Exemption CCP 1 form attesting to their relationship to the child for whom they are providing care.

TRUSTLINE AND HEALTH AND SAFETY SELF-CERTIFICATION/FACILITY CHECKLIST (Continued)

- The *Trustline* application TLR 1 and TLR 508 forms should be requested as soon as you request child care or **within 7 calendar days** from the date child care services begin.
- Your child care provider may contact the local Resource and Referral (R&R) office (see listing on page 2) to get a *Trustline* application TLR 1 and TLR 508 form, complete the *Trustline* application TLR 1 and TLR 508 form, and have his/her fingerprints taken at a LiveScan Integrated Biometric Technology site within 7 calendar days.
- The R&R agency will give you or your provider the name and address of the place where the LiveScan fingerprints are taken.
- The Health and Safety Self-Certification CCP 4 form is to be completed by you and your child care provider, and sent to your worker at the R&R/APP agency (see listing on page 2) **within 7 calendar days**. For more *Trustline* information, you may call 1-(800)-822-8490.

RETROACTIVE PAYMENT POLICY

- I understand that child care payments cannot go back more than 30 calendar days from the date I request paid child care from my worker. In order to receive paid child care, I must be determined eligible and my provider must meet certain requirements.
- I further understand that as of February 1, 2008, if I select a license-exempt provider who is required to be *Trustline*-registered, the provider must be registered before payment can be made. License-exempt providers who are *Trustline*-registered may be eligible for retroactive payment for up to 120 calendar days from the date the provider is *Trustline*-registered. If the *Trustline* registration is not completed or *Trustline* is denied, no child care payment can be made for this provider.

CHILD CARE PROVIDER SITE VISITS

I understand that County staff may be visiting the site where my child care is provided and that my provider is requested to cooperate in answering questions to certify hours of approved child care and verify the children's presence at the child care site when the County staff visits my provider's facility/home or my home where child care is provided during the hours when child care is approved. I understand my provider's lack of cooperation will not in and of itself result in interruption or termination of my child care.

CURRENT CHILD CARE NEEDS

- ☐ I **need** paid child care assistance at this time so that I can work or attend my approved Welfare-to-Work activity.
- ☐ I **do not need** child care at this time. I understand that I must request child care from the County or local R&R/APP agency, if I need it in the future.
- ☐ I certify that I will consider and evaluate if a before or after-school program will meet all, part, or none of my child care needs for my 11 or 12-year old child.

Signing this statement means I have read all of the above, am aware of the child care provider choices available to me, and have discussed the child care provider choice that is most applicable to my child care needs. I declare under penalty of perjury under the laws of the United States and the State of California that the information I provided on this page regarding my child care needs is true and correct to the best of my knowledge.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature of Applicant/Participant</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: right;">Date</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Case Name: _____</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Case Number: _____</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">File Number: _____</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature of Eligibility Worker/GAIN Services Worker/CCM</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: right;">Date</div>	

Filing Instructions: (Retain Permanently)
Original (White): Left side Activity Folder
First Copy (Yellow): Applicant/Participant
Second Copy (Pink): R&R/APP

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

CHILD CARE PAYMENT REQUIREMENTS

The Child Care - General Information form (PA 129) was reviewed with me by my GAIN Services Worker. I understand that child care payments will not be made until the following requirements are met by me and my provider:

1. I must request child care services from my GAIN or Eligibility Worker, or child care coordinator in my local welfare or GAIN office, or the Resource and Referral/Alternative Payment Program (R&R/APP) agency in the same office or in my community as soon as I have a need for paid child care.
2. I must provide verification of employment or attendance in an approved school or training program, or be participating in a GAIN activity.
3. My provider and I must complete the Parent-Provider Child Care Services Agreement (ST1-05) and return it to the R&R/APP agency. My provider must receive an ST1-06 approving child care.
4. If I choose a license-exempt child care provider after February 1, 2008, my provider must be Trustline-registered before any payments for subsidized child care can be made if he/she is not exempt from Trustline requirements.
5. My provider must complete the invoice sent by the R&R/APP agency and return it to the address listed. Parent must receive an ST1-12 approving child care.
6. I must report **any changes, within 5 days of the changes**, that could affect my child care eligibility or my provider and I may be required to pay back any money we receive to which we are not entitled.

I further understand:

7. My provider will be paid after a complete and accurate Provider Payment Request is returned.
8. My provider and I will receive written notices at least 10 calendar days before my child care benefits are reduced or terminated.
9. I understand that County staff may be visiting the site where my child care is provided and that my provider is requested to cooperate in answering questions to certify hours of approved child care and verify the children's presence at the child care site when the County staff visits my provider's facility/home or my home where child care is provided during the hours when child care is approved. I understand that my provider's lack of cooperation will not in and of itself result in interruption or termination of my child care.
10. The preferred placement for 11 and 12-year olds is in before and after-school programs.
11. My provider cannot be paid for retroactive child care for more than 30 calendar days before the date I request paid child care from my worker. In order to receive paid child care, I must be determined eligible and my provider must meet certain requirements.
12. I understand that if I choose a license-exempt child care provider, and he/she is not exempt from Trustline requirements, he/she must be Trustline-registered before any payments for subsidized child care can be made, unless he/she is an exempt aunt, uncle, grandparent, or school. My provider may be eligible for retroactive payment for up to 120 calendar days from the date my provider was Trustline-registered.
13. For unresolved child care problems, I can call:
 - CalWORKs Child Care Hotline: (877) CHILD-99 or (877) 244-5399; or
 - For the nearest R&R: (800) 543-7793; or
 - SFV Neighborhood Legal Services: (800) 433-6251, extension 159; or
 - Legal Aid Foundation of Los Angeles: (800) 399-4529, extension 3939

I acknowledge that I have read, understood, and agree to comply with the above requirements.

Case Name:	Case Number:
Signature of Participant:	Date:
GSW Signature:	File #: Date:

PA 129-1 (Rev.01/09)

Filing Instructions: (Retain Permanently)
Original (White): Activity Folder
Copy (Yellow): Applicant/Participant

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**REFUGEE EMPLOYMENT PROGRAM (REP)
WORK EXPERIENCE (WEX) WORKSITE AGREEMENT**

This WEX Worksite Agreement, hereinafter referred to as "Agreement" is made and entered into this ____ day of _____ 2009, by and between _____, hereinafter referred to as a REP Service Provider and _____, hereinafter referred to as Employer or WEX Provider for the provision of non-salaried Work Experience training to participants in the Refugee Employment Program. Both parties agree that they will adhere to the terms and responsibilities set forth in this Agreement as outlined below. This Agreement is to be used for Work Experience sites solely developed by the REP Service Providers.

WORK EXPERIENCE

Work Experience is a job component in which a participant receives a non-salaried position in a public/private for profit or non-profit organization. WEX provides on-the-job training, behavior skills, attainment of new skills and improvement of existing skills. It also provides the participant with an employment reference when seeking employment. The length of the WEX assignment is limited to six (6) months.

RESPONSIBILITIES

- A. REP Service Provider shall:
1. Provide the employer with an employee to perform duties equivalent to a salaried employee.
 2. Inform the participant of the nature of the WEX site he or she is being assigned to and the type of work to be performed.
 3. Obtain monthly, from the Employer/WEX Provider any and all necessary records and information related to the employer's provision of services to the participant and complete the REP-2 form, "Refugee Employment Program (REP) – Work Experience (WEX) Monthly Performance Evaluation and Attendance Verification" for each participant assigned to WEX. This form is to remain permanently on file in the participant's case record.
 4. Contact the participant once a month, either in person or by phone.
 5. Review participant's job search progress and determine if any new or additional skills have been acquired to match with job leads.
 6. Inform the participant that he or she must:
 - 6.1 Be on time, dress appropriately, and be prepared to work.
 - 6.2 Look for paid employment while assigned to WEX.
 - 6.3 Report to the Employer/WEX Provider any absence prior to work start time.
- B. Employer/WEX Provider shall:
1. Provide the REP participant with a non-salaried position and on the job training activity.
 2. Inform the REP participant of worksite policies, procedures and safety regulations.
 3. Determine the hours the REP participant will be working in WEX assignment.
 4. Maintain the REP-2 form, "Refugee Employment Program (REP) – Work Experience (WEX) Monthly Performance Evaluation and Attendance Verification" to record the participant's work schedule, and all records and information related to the Employer's provision of services. The information from the form will be provided to the REP Service Provider for completion of the REP-2. The REP-2, and any related records will be maintained until the duration of the participant's WEX activity.
 4. Discuss time keeping record of participant with REP Service Provider and/or DPSS or their authorized representatives upon request.
 5. Instruct, supervise, and evaluate the REP participant's performance.
 6. Assist the REP participant in making a transition into the workplace and to be placed in unsubsidized employment.
 7. Notify REP Service Provider of any problems or changes in the WEX assignment within 24 hours of occurrence.
 8. Allow access to the REP Service Provider and/or the County of Los Angeles or their authorized representatives, to any and all records related to the participant and/or to the Employer's provision of services to the participant for the term of this Agreement.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**REFUGEE EMPLOYMENT PROGRAM (REP)
WORK EXPERIENCE (WEX) WORKSITE AGREEMENT**

Please check the appropriate selection:	
<input type="checkbox"/> New Training Activity	<input type="checkbox"/> Ongoing Training Activity

Participant Name:	
Case Number:	
Work Experience Start Date:	End Date:
Weekly Hours:	
Work Experience Title:	

Employer/WEX Provider Name:	
Address:	
Phone:	
Work Experience Site Supervisor:	

REP Service Provider
Signature and Title: _____

Employer/WEX Provider
Signature and Title: _____

The above parties agree to indemnify and hold harmless the County of Los Angeles against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses arising from or connected with acts and/or commission arising from and/or related to this Agreement and to all services provided pursuant to the Agreement.

The person(s) signing on behalf of the REP Service Provider and on behalf of the Employer/WEX Provider warrant under penalty of perjury that they have authority to sign and bind this Agreement and that they hold the title stated above.

TERMINATION

DPSS may terminate this Agreement if the REP Service Provider or Employer/WEX provider violates any law, rule, or regulation, or fails to meet the performance criteria specified in this Agreement, or otherwise deemed inappropriate activities.

REFUGEE EMPLOYMENT PROGRAM (REP)
Work Experiences (WEX)
Monthly Performance Evaluation and Attendance Verification

Participant's Name: _____ Case #: _____

Employer/WEX Provider Agency: _____

Supervisor Name: _____ Phone Number: _____

Period Being Evaluated: From: _____ To: _____

List the hours for each day participant has worked:

DAYS	WEEK 1	WEEK 2	WEEK 3	WEEK 4	IF NEED WEEK 5
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Total Hours					

Evaluate Participant's Performance.

Please √ in the box	Poor	Fair	Good	Excellent
Punctuality				
Cooperation				
Following Instructions				
Knowledge/Skills				
Initiative				

Comments: _____

Information provided by: _____ Date: _____
(Employer/WEX Provider Name & Title)

REP Case Manager Signature: _____ Date Signed: _____

Worker ID. Number: _____ Phone Number: _____

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

WELFARE-TO-WORK PLAN RIGHTS AND RESPONSIBILITIES

This is an overview of the rights and responsibilities of participants in Welfare-to-Work activities under the California Work Opportunity and Responsibility to Kids (CalWORKs) Program. Your Welfare-to-Work Plan tells how you and the county will work together so that you can get and keep a job. Your plan includes this form, the Activity Assignment, and the Welfare-to-Work Handbook. The Welfare-to-Work Handbook tells you about Welfare-to-Work activities, services, and rules. The Activity Assignment tells you the Welfare-to-Work activity that you will be participating in.

The county must do certain things to help you while you are in Welfare-to-Work. The county must explain Welfare-to-Work to you and answer any questions.

PARTICIPANT NAME

CASE NAME

CASE NUMBER

WORKER ID

The county must help you arrange and pay for child care, transportation, and work and training costs. If necessary, the county can make advance payments to you for these supportive services.

This plan and any changes to it will apply to you and the county as long as you participate in Welfare-to-Work. But, the county may have to change or stop all or part of this plan if: 1) there are changes in law or regulations; 2) the county cannot get or pay for services from the provider; or 3) you stop receiving cash aid under the CalWORKs program. The county will inform you of any changes in writing.

YOUR RIGHTS

As a Welfare-to-Work participant, you have the following rights which will help you take part in Welfare-to-Work. You have the right to the following:

Employment Services

- Receive direction and support from the county to help you improve your ability to get a job. This can possibly include on-the-job training and job skills training or education.
- Receive a referral to places that offer personal counseling, mental health, substance abuse, or domestic abuse services, at no cost to you, if you need them to help you participate.

Supportive Services

- Receive payment for child care, transportation, and work and training-related expenses if you need them to participate in or attend any Welfare-to-Work appointment or activity. These are called supportive services. If you need them, but do not get them, you may have good cause for not participating.
- Receive details of your supportive service arrangements in writing.
- Receive advance payment, if you need it to avoid using your own money, for approved supportive services.

Welfare-to-Work Plan

- Ask for a change or reassignment to another activity within 30 days from the beginning of your first training or education assignment under your initial Welfare-to-Work plan.
- Change your mind about the activities assigned in your Welfare-to-Work plan. If you change your mind, you must tell your Welfare-to-Work worker within three (3) working days after signing your Welfare-to-Work plan Activity Assignment form (WTW 2).
- Automatically get a neutral third party to assess your employment and/or training needs if you disagree with the assessment or you and the county cannot agree on a plan to meet your assessed employment needs.
- Ask for a different provider if you object to the religious character of any provider to which you have been assigned.
- Not to participate in any religious activity offered by a service provider. Participation in such an activity is voluntary.

Resolve Problems with your Welfare-to-Work Plan

- Not participate if the services you and the county agree you need are not provided.
- Not participate if the county decides you have any other good reason.
- Explain the reason if you fail to do what Welfare-to-Work requires.
- Have a second chance to cooperate and participate in Welfare-to-Work through the compliance process.
- Ask for legal advice anytime regarding your participation in Welfare-to-Work from your local legal aid or welfare rights office by calling () PHONENUMBER

Employment Problems

- Leave a job or not accept a job if the county decides you have a good reason.

Complaints

- Protest any county action you do not agree with by filing a formal grievance with the county or asking for a State hearing by calling 1-800-952-5253, or for the hearing or speech impaired who use TDD, call 1-800-952-8349.

WTW 1 (12/05) REQUIRED FORM - SUBSTITUTE PERMITTED

Page 1 of 2

YOUR RESPONSIBILITIES

As a Welfare-to-Work participant, you also have the following responsibilities to make sure Welfare-to-Work works for you.

You must:

- Accept a job if you get an offer, unless you have a good reason not to.
- If working, keep the job and not lower your earnings.
- Sign activity assignments which tell how you and the county will work together while you participate.
- Participate as described in your Welfare-to-Work plan unless you have a good reason.
- Choose and arrange for supportive services. The county will help you.
- Sign up for subsidized child care if you will need it. The county will tell you how.
- Ask your Welfare-to-Work worker if you have any questions about Welfare-to-Work.
- Tell your Welfare-to-Work worker of changes that may affect your participation.
- Tell your Welfare-to-Work worker right away of changes in your need for supportive services. This includes changes in child care providers. If you do not tell the county in advance, the county may not be able to pay for the services that change.
- Pay Welfare-to-Work back for any supportive services payments you got, but you did not need or you were not eligible to get.
- Call or go to the county when they ask you to.
- Give proof of satisfactory progress in your assigned activity, if required by your county.
- Read (or have read or explained to you) the Welfare-to-Work Handbook and ask questions about any part of the handbook you do not understand.

QUESTIONS?

The Welfare-to-Work Handbook gives you more information on your rights and responsibilities. If you have any questions, be sure to check the Welfare-to-Work Handbook or call your Welfare-to-Work worker at the number shown below.

CERTIFICATION

I understand that the purpose of Welfare-to-Work is to help me prepare for work and find a job.

I have read (or had read or explained to me) and understand this Rights and Responsibilities form. I have received a Welfare-to-Work Handbook. I know that I have certain rights and responsibilities as a participant in Welfare-to-Work. I know that I must meet all my responsibilities as a Welfare-to-Work participant. If I fail to meet my responsibilities without good reason, I know that there are certain penalties and that my cash aid may be affected.

PARTICIPANT'S SIGNATURE _____		DATE: _____
WELFARE-TO-WORK WORKER'S SIGNATURE _____	PHONE: _____ ()	DATE: _____

WELFARE-TO-WORK PLAN ACTIVITY ASSIGNMENT

Participant Name:	<input type="checkbox"/> Initial Activity Assignment	<input type="checkbox"/> Amendment #
Case Name:	I.D. Number:	
Case Number:	Welfare-To-Work Worker's Name:	

- ☐ **Mandatory participant:** I agree to do the checked activity or activities listed below. I understand that if I do not participate as required in these activities, my cash aid will be lowered, unless the county decides I had a good reason to not do them. I understand that if I am in a two-parent family, we can share the 35-hour participation requirement, and only my assigned hours are listed below.
- ☐ **Volunteer:** I understand that I do not have to participate, but I agree to do the checked activity or activities listed below. I understand that as a volunteer, my cash aid cannot be lowered for failing to do these activities. I understand if I stop doing these activities, I may have to wait to participate in Welfare-to-Work, unless the county decides that I had a good reason not to do them. I understand that the 20-,30- or 35-hour per week rules do not apply to me.
- ☐ **Self-Initiated Program (SIP):** My primary activity is an education or training program I was enrolled in before my appraisal. If I am a mandatory participant, the number of hours I am required to participate in each week is: ☐ 20 ☐ 30.

CalWORKs Hourly Participation Requirements:

CalWORKs Welfare-to-Work Activities			
<input type="checkbox"/> Unsubsidized employment	for _____ hours	<input type="checkbox"/> Supported work and transitional employment	for _____ hours
<input type="checkbox"/> Self-employment	for _____ hours	<input type="checkbox"/> Job skills training directly related to to employment	for _____ hours
<input type="checkbox"/> Subsidized private or public sector employment	for _____ hours	<input type="checkbox"/> Satisfactory attendance in a secondary school or in a course leading to certificate of general educational development	for _____ hours
<input type="checkbox"/> Grant-based on-the-job training	for _____ hours	<input type="checkbox"/> Education directly related to employment	for _____ hours
<input type="checkbox"/> Work study	for _____ hours	<input type="checkbox"/> Adult basic education	for _____ hours
<input type="checkbox"/> Work experience	for _____ hours	<input type="checkbox"/> Participation required by school to ensure child's attendance	for _____ hours
<input type="checkbox"/> Community service	for _____ hours	<input type="checkbox"/> Other family stabilization activities	for _____ hours
<input type="checkbox"/> Vocational education	for _____ hours	<input type="checkbox"/> Other activities necessary to assist in obtaining employment	for _____ hours
<input type="checkbox"/> On-the-job training	for _____ hours		
<input type="checkbox"/> Job search and job readiness	for _____ hours		
<input type="checkbox"/> Mental health services	for _____ hours		
<input type="checkbox"/> Substance abuse services	for _____ hours		
<input type="checkbox"/> Domestic abuse services	for _____ hours		

Total Hourly Requirements

Each week I must complete:

- ☐ Full-time education
- ☐ At least 20 hours.
- ☐ At least 30 hours.
- ☐ At least _____ hours of my family's 35-hour requirement.
- _____ (initial and date)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

ASSIGNMENT AND SERVICES

ACTIVITY, LOCATION, SCHEDULE, AND HOURS

ACTIVITY:		
1. BEGINS:	EXPECTED TO END:	SCHEDULE:
HOURS PER WEEK:	LOCATION:	
ACTIVITY:		
2. BEGINS:	EXPECTED TO END:	SCHEDULE:
HOURS PER WEEK:	LOCATION:	
ACTIVITY:		
3. BEGINS:	EXPECTED TO END:	SCHEDULE:
HOURS PER WEEK:	LOCATION:	
ACTIVITY:		
4. BEGINS:	EXPECTED TO END:	SCHEDULE:
HOURS PER WEEK:	LOCATION:	

- ☐ The county will send me the location and schedule for my _____ activity by _____ Date.
- ☐ I will go to _____ Location on/by _____ Date to get my _____ Activity location and/or schedule.
- ☐ I will give my Welfare-to-Work worker a copy of my _____ Activity schedule by _____ Date. I will tell my Welfare-to-Work worker if any changes are made and give my Welfare-to-Work worker a copy of the changes if required.
- ☐ I understand that if I do not go to and/or make satisfactory progress in _____ Activity / _____ Activity, as required, I may have to go to different activities. I understand that I must give proof of satisfactory progress in these activities to my Welfare-to-Work worker by the date(s) listed below.

Activity: _____	Date Proof is Due: _____
Activity: _____	Date Proof is Due: _____
Activity: _____	Date Proof is Due: _____
Activity: _____	Date Proof is Due: _____

- ☐ Additional Comments: _____
- _____
- _____
- _____

WTW 2 (5/21) Required Form - Substitute Permitted.

SUPPORTIVE SERVICES

The county must give me supportive services (child care; transportation; and work, education and training related expenses) if I need them to participate in my mandatory or voluntary Welfare-to-Work assignments and Welfare-to-Work rules allow for them.

- ☐ My county worker has reviewed my need for Welfare-to-Work supportive services for each activity listed in my plan. I understand that I do not have to do my assignment until the supportive services I need have been arranged.
- ☐ I understand that I must tell my Welfare-to-Work worker right away if my need for Welfare-to-Work supportive services changes, or if I no longer need them. **If I do not report the changes in advance, the county may not be able to pay for them.** I understand that if I stop participating in my Welfare-to-Work activities, I will continue to receive child care for the remainder of my child care authorization period or until my child care authorization is discontinued.
- ☐ I understand that if the county pays for supportive services that are more than what I needed to participate in Welfare-to-Work, with the exception of child care and advance student payments, I will have to pay the county back.

I need the following supportive services:

- ☐ Child Care
☐ Full-time (30-52.5 hours per week) ☐ Part-time (less than 30 hours per week)
- ☐ I do not need the county to pay for child care at this time, but I have the right to request child care later.
(Initial and date) _____
- ☐ Transportation:
☐ Bus Pass ☐ Mileage ☐ Parking
☐ Other (toll fees, taxis, etc.): _____
☐ I need advanced payment for transportation.
☐ I do not need the county to pay for transportation at this time, but I have the right to request transportation later.
(Initial and date) _____
- ☐ Advance Student Payments (Required books and supplies)
☐ I do not need Advance Student Payments at this time, but I have the right to request Advance Student Payments later.
- ☐ Other ancillary (such as books, tools, uniforms, etc.) costs for:
1. _____ 2. _____
3. _____ 4. _____
☐ I need advanced payment for ancillary costs.
☐ I do not need the county to pay for ancillary costs at this time, but I have the right to request ancillary costs later.
(Initial and date) _____
- ☐ Diaper Payments (I will receive monthly diaper payments for each child under 36 months of age unless I check the box below indicating I do not need diaper payments.)
☐ I do not need diaper payments at this time, but I have the right to request diaper payments later.
- ☐ In order to successfully participate in the assigned activities I need the following accommodations (help): Please specify - for example: special services because of a disability (reading me notices, large print, special supplies, etc.).
1. _____ 2. _____
3. _____ 4. _____

PARTICIPANT'S CERTIFICATION

- ☐ I understand that my Welfare-to-Work Plan includes this form, the Welfare-to-Work Plan - Rights and Responsibilities, and the Welfare-to-Work Handbook. I understand that Welfare-to-Work activities and services, and my rights and responsibilities as a Welfare-to-Work participant, are explained to me on these forms.
- ☐ I have received a Welfare-to-Work Handbook.
- ☐ I know I can ask my Welfare-to-Work worker if I have any questions.
- ☐ I understand that if I tell my county worker that I do not agree with my assessment or the county and I cannot agree on a plan, the worker must refer me to a neutral third party for a new assessment of my employment or Welfare-to-Work activity needs.
- ☐ I understand that I can ask the county at any time for domestic abuse services, including a waiver of certain program requirements.
- ☐ I understand that I can ask the county at any time for mental health, substance abuse, or learning disability services.
- ☐ If this is my first assignment under a Welfare-to-Work plan, I understand that I have 30 calendar days from the date of my initial Welfare-to-Work Plan to ask for a change or reassignment to another activity. This 30-day grace period is available only once during my time getting CalWORKs cash aid. If the county agrees to the change, I know I will have to sign a new Activity Assignment.
- ☐ I have three (3) working days to think about the terms of this Activity Assignment after I sign it. I understand if I want to change the terms of this Welfare-to-Work Plan, I must tell my Welfare-to-Work worker by _____ Date _____. If I do not tell my Welfare-to-Work worker by then, this Activity Assignment is final.
- ☐ I have read (or had read to me) and understand this Activity Assignment, and have received a copy. If I do not meet my responsibilities without a good reason, I know that there are penalties that can include having my cash aid lowered and supportive services may be stopped.
- ☐ I understand that I can ask for a different service provider if I object to the religious character of any provider to which I have been assigned.
- ☐ I understand that I can say no to any religious activity offered by a service provider, and that any participation in any religious activity offered by a service provider is voluntary.
- ☐ I understand if I do not agree with any county action regarding my Welfare-to-Work participation, I can file a formal grievance with the county or I can ask for a State hearing by calling, toll-free, 1-800-952-5253. If the county is proposing to lower or stop my aid, my aid will not be lowered or stopped if I file a formal grievance.
- ☐ I understand that I can get **free legal help** with Welfare-to-Work problems from the local legal or welfare rights office, by calling _____.

Participant's Signature		Date
Welfare-to-Work Worker's Signature	Phone	Date

KEY MEASURES SUMMARY CHART

REQUIRED SERVICES	STANDARDS	FISCAL ADJUSTMENT	DEGREE OF DEVIATION ALLOWED	MONITORING SOURCE*
Key Measure #1 Appraisal Show Rate	Appraisal Show Rate to 50%	None	3%	WTW/REP Activity Report, CalSAWS /current system or manual tracking by the Contractor
Key Measure #2 Percentage of Individuals between Activities	Percentage of registrants between activities for more than 30 days not to exceed 5%.	None	5%	30 Day Delinquent Report, CalSAWS /current system or manual tracking by the Contractor
Key Measure #3 Unassigned Pool Rate	Percentage of Participants in the unassigned pool more than 30 days not to exceed 1%.	None	1%	Unassigned Pool Report, CalSAWS /current system or manual tracking by the Contractor
Key Measure #4 Timeliness of Supportive Services Authorization	Ensure transportation and ancillary services are authorized within 2 workdays of request.	None	5%	Case review using CalSAWS or current system or manual tracking by the Contractor
Key Measure #5 CalWORKs Employment Rate	Achieve the target employment rate of 33% for CalWORKs participants.	None	None	WTW/REP Activity Report, CalSAWS /current system or manual tracking by the Contractor

REQUIRED SERVICES	STANDARDS	FISCAL ADJUSTMENT	DEGREE OF DEVIATION ALLOWED	MONITORING SOURCE*
Key Measure #6 Employment on the 90th Day Rate	Employment retention on the 90 th Day shall meet or exceed the annual goal set by the Department according to ORR rules.	None	None	Annual Outcomes Goal Plan (AOGP)
Key Measure #7 Document attainment of the 90th Day for employed participants	Contractor is responsible to attain documents for employed participants regardless if the participant is receiving REP services and update CalSAWS Journal page for all actions taken.	None	None	Case Review, CalSAWS Journal Page or current system
Key Measure #8 Cash Assistance Termination due to Employment	The termination rate shall meet or exceed the goal as set annually by the Department according to ORR rules.	None	None	Annual Outcomes Goal Plan (AOGP)
Key Measure #9 Cash Assistance Reductions Rate	The reductions rate shall meet or exceed the goal as set annually by the Department by according to the ORR rule.	None	None	Annual Outcome Goal Plan (AOGP)
Key Measure #10 Tracking of WEX and Community Service Participants	Contractor is responsible to maintain and provide to the Department a log with employment rates of all WEX and CS sites their participants are assigned to.	None	None	Review of the Contractors manual reports

REQUIRED SERVICES	STANDARDS	FISCAL ADJUSTMENT	DEGREE OF DEVIATION ALLOWED	MONITORING SOURCE*
Key Measure #11 Employment Placement of WEX Participants	The Contractor is responsible to meet a target employment placement rate of 33% on a semi-annual basis for all WEX assigned participants. Employment must be attained within 90 days from WEX completion.	None	None	Review of the Contractors manual reports
Key Measure #12 Health Coverage	Contractor is responsible to update Participant health coverage available on new employments. Health coverage availability must be Journalled in CalSAWS.	None	None	Case Review, CalSAWS/current system or manual tracking by the Contractor
Key Measure #13 CalSAWS Imaging Solution	Contractor is responsible to scan and validate case documents into the CalSAWS Imaging Solution within five (5) business days of receipt or completion.	None	None	CalSAWS/current system or manually tracked by the Contractor

***Note:** Monitoring source(s) are subject to change according to need and at County discretion.

PERFORMANCE OUTCOME(S) SUMMARY CHART

REQUIRED SERVICES	STANDARDS	FISCAL DEDUCTION	MONITORING SOURCE*
Performance Outcome Area 1 Participation Hours Rate (PHR)	Every month achieve a PHR of 50% for Total Caseload.	Reduction of 2% of the total payment amount for last quarter of the FY.	REP Monthly Caseload Report, CalSAWS/current system or manually tracked.
Performance Outcome Area 2 Increased "Entered Employment" Rate	Achieve the annual "Entered Employment" rate as set by the Department according to ORR rule.	Reduction of 2% of the total payment amount for last quarter of the FY.	Annual Outcome Goal Plan (AOGP) report.
Performance Outcome Area 3 Enroll in the program within 30 Days from the Cash Approval Date	Every month, achieve 100% rate.	Reduction of 2% of the total payment amount for last quarter of the FY.	REP Monthly Caseload Report, CalSAWS/current system or manually tracked.

***Note:**

1. Should the Contractor's average cumulative performance for the FY fall below the performance standards for **one of the three** Outcome Measures, a **reduction of 2%** of the total payment amount for the last quarter of the FY will be assessed.
2. Should the Contractor's average cumulative performance for the FY fall below the performance standards for **two of the three** Outcome Measures, a **reduction of 2%** of the total payment amount for the last quarter of the FY will be assessed.
3. Should the Contractor's average cumulative performance for the FY fall below the performance standards for **three out of three** Outcome Measures, a **reduction of 6%** of the total payment amount for the last quarter of the FY will be assessed.

*Monitoring source(s) are subject to change according to need and at County discretion.

**REFUGEE ELIGIBLE POPULATION BY
COUNTRY OF ORIGIN**

Country	Persons	Percentage
Afghanistan	270	6.34%
Armenia	458	10.76%
Belarus	13	0.31%
Burma	18	0.42%
Colombia	11	0.26%
Cuba	445	10.46%
Egypt	20	0.47%
El Salvador	62	1.46%
Georgia	20	0.47%
Guatemala	109	2.56%
Haiti	46	1.08%
Iran	100	2.35%
Iraq	18	0.42%
Kazakhstan	13	0.31%
Mexico	33	0.78%
Nicaragua	11	0.26%
Russia	230	5.40%
Syria	46	1.08%
Ukraine	2240	52.63%
* Other	93	2.19%
Total	4256	100.00%

* Includes countries with ten persons or less

Source: GAIN Unassigned Pool Ad Hoc Report & REP Caseload Ad Hoc Report,
October 2023

CASELOAD DEMOGRAPHICS

The following technical exhibit shows the registered, Refugee Employment and Acculturation Services Program eligible participants by zip code. Contractor is responsible to provide services and establish offices to provide adequate services as presented in Exhibit A, Statement of Work. At minimum, one office must be established in/around the Glendale/Burbank area, another office in the San Gabriel Valley area, another office in the Torrance/Hawthorne/South Bay area, another office in the West Los Angeles area, and an office in the Tarzana/Van Nuys/Reseda/West Valley area.

Zip Code	Case Count	City
90001	5	Los Angeles
90002	3	Los Angeles
90003	3	South Central
90004	12	Mid-Wilshire
90005	18	Mid-City
90006	22	Los Angeles
90007	9	South Central
90008	6	Baldwin Hills
90010	5	Downtown LA
90011	15	Downtown LA
90012	13	Downtown LA
90013	10	Downtown LA
90014	2	Downtown LA
90015	11	Downtown LA
90016	13	Los Angeles
90017	17	Los Angeles
90018	9	Los Angeles
90019	4	Mid-City
90020	30	Downtown LA
90022	3	Los Angeles
90023	2	Commerce
90024	9	Westwood
90025	18	West Los Angeles
90026	21	Echo Park
90027	41	Los Feliz
90028	96	Hollywood
90029	15	East Hollywood
90031	5	Lincoln Heights
90032	7	Los Angeles
90033	3	Boyle Heights
90034	12	Culver City

Zip Code	Case Count	City
90035	8	West Los Angeles
90036	38	Mid-Wilshire
90037	15	Mid-Wilshire
90038	28	Hollywood
90039	11	Atwater Village
90041	3	Highland Park
90042	4	Highland Park
90043	13	Windsor Hills/View Park
90044	12	Los Angeles
90045	6	Los Angeles
90046	78	West Hollywood
90047	6	South LA
90048	5	West Los Angeles
90049	2	Brentwood
90057	55	Downtown LA
90059	7	Vernon
90061	7	South Central
90062	6	South Central
90063	2	East LA
90064	5	Rancho Park
90065	8	Highland Park
90066	10	Santa Monica
90068	25	Hollywood
90069	10	West Hollywood
90093	2	Los Angeles
90094	7	Playa Vista
90201	18	Bell Gardens
90210	3	Beverly Hills
90211	4	Beverly Hills
90212	7	Beverly Hills
90220	3	Rancho Dominguez
90221	10	Compton
90222	3	Compton
90230	2	Culver City
90232	1	Culver City
90240	17	Downey
90241	50	Downey
90242	8	Downey
90245	1	El Segundo
90247	4	Gardena

Zip Code	Case Count	City
90248	1	Gardena
90249	6	Gardena
90250	23	Hawthorne
90254	1	Hermosa Beach
90255	14	Huntington Park
90260	12	Lawndale
90261	1	Lawndale
90262	17	Lynwood
90266	2	Manhattan Beach
90270	2	Maywood
90272	3	Pacific Palisades
90274	1	Palos Verdes
90275	6	Palos Verdes
90277	5	Redondo Beach
90278	5	Torrance
90280	9	South Gate
90290	2	Topanga
90291	5	Venice
90292	21	Marina Del Rey
90293	3	Playa Del Rey
90301	7	Inglewood
90302	2	Inglewood
90303	6	Inglewood
90304	2	Inglewood
90401	3	Santa Monica
90402	1	Santa Monica
90403	1	Santa Monica
90404	10	Santa Monica
90405	3	Santa Monica
90501	4	Torrance
90503	10	Torrance
90504	3	Torrance
90505	7	Torrance
90601	1	Whittier
90602	1	Whittier
90603	1	Whittier
90605	1	Whittier

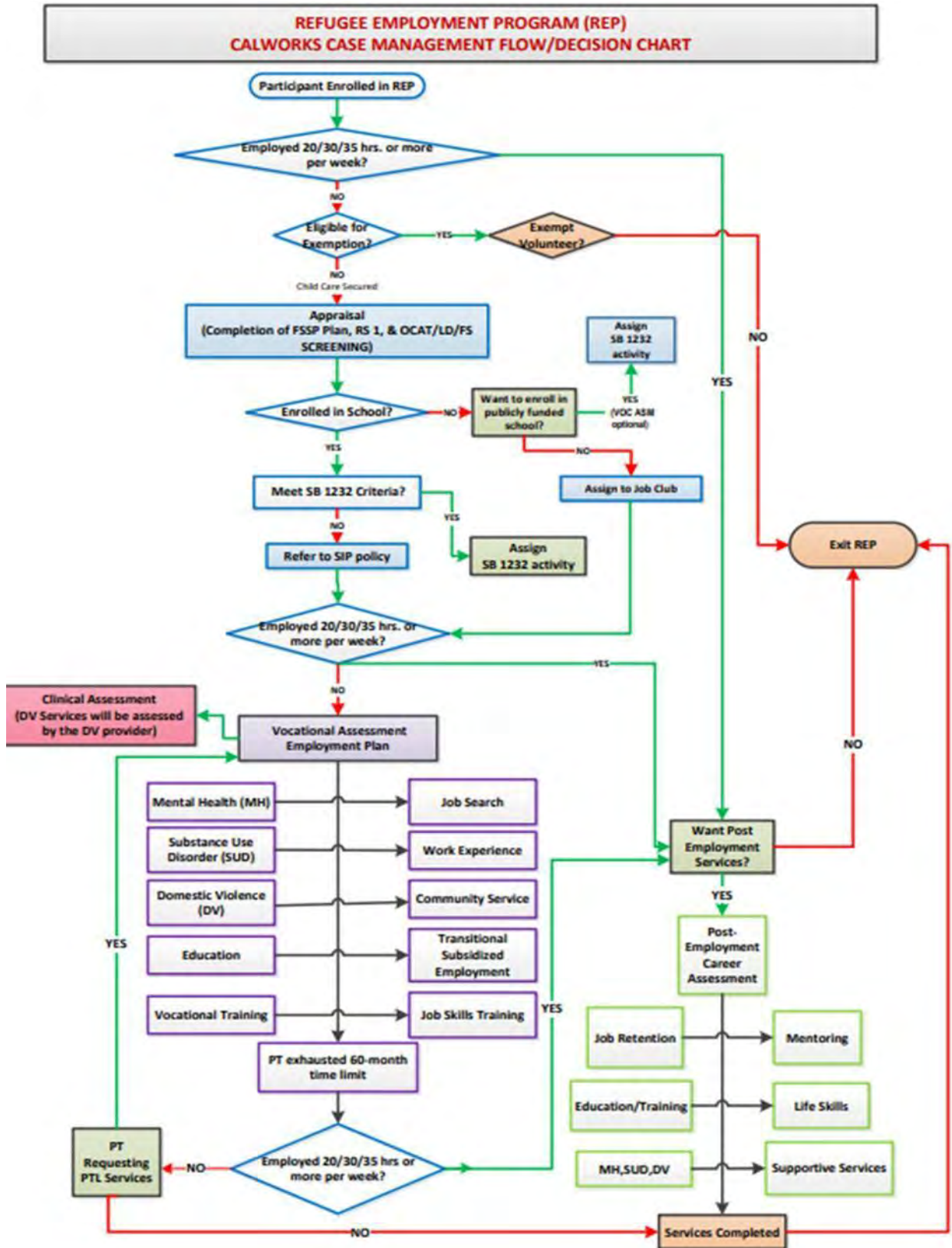
Zip Code	Case Count	City
90606	1	Los Nietos
90631	1	La Habra
90638	1	La Mirada
90640	9	Montebello
90650	22	Norwalk
90660	8	Pico Rivera
90670	1	Santa Fe Springs
90706	20	Bellflower
90710	4	Harbor City
90717	4	Lomita
90723	3	Paramount
90731	10	San Pedro
90732	2	San Pedro
90744	5	Wilmington
90745	2	Carson
90755	1	Signal Hill
90802	20	Long Beach
90803	1	Long Beach
90804	1	Long Beach
90805	4	Long Beach
90806	2	Long Beach
90807	1	Long Beach
90808	2	Long Beach
90810	1	Carson
90813	5	Long Beach
90814	4	Long Beach
90815	0	Long Beach
91006	4	Arcadia
91007	13	Arcadia
91010	1	Duarte
91011	5	La Cañada-Flintridge
91016	11	Monrovia
91020	12	Montrose
91040	26	Sunland
91042	53	Tujunga
91101	2	Pasadena
91103	1	Pasadena
91104	7	Pasadena

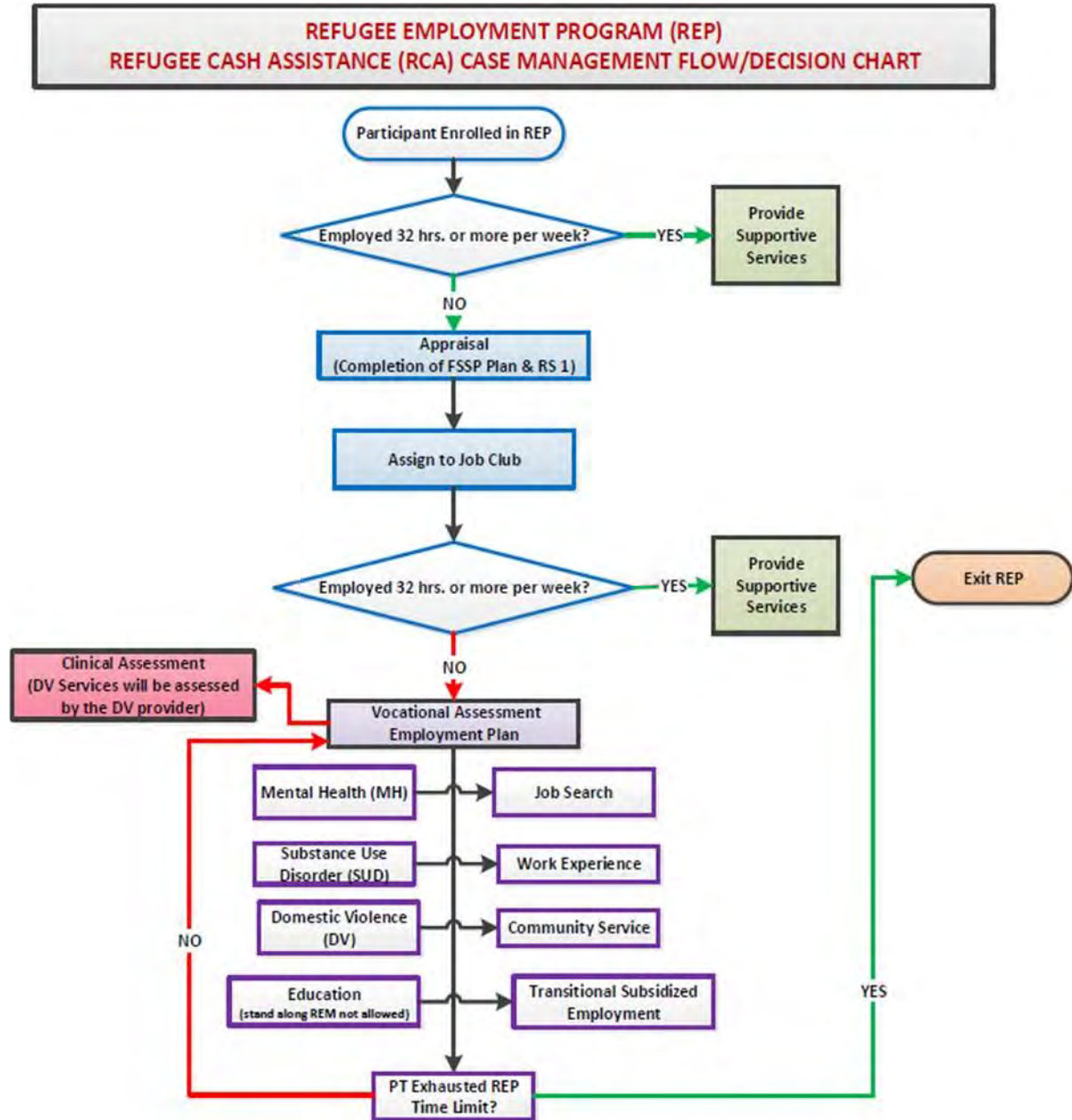
Zip Code	Case Count	City
91106	8	Pasadena
91107	7	Pasadena
91201	72	Glendale
91202	63	Glendale
91203	75	Glendale
91204	78	Glendale
91205	176	Glendale
91206	117	Glendale
91207	8	Glendale
91208	18	Glendale
91214	20	La Crescenta
91301	7	Agoura Hills
91302	22	Calabasas
91303	34	Canoga Park
91304	42	Canoga Park
91306	40	Winnetka
91307	17	West Hills
91311	63	Chatsworth
91316	69	Encino
91320	2	Newbury Park
91321	6	Newhall
91324	24	Northridge
91325	41	Northridge
91326	24	Porter Ranch
91331	15	Pacoima
91335	144	Reseda
91340	1	San Fernando
91342	25	Sylmar
91343	34	North Hills
91344	69	Granda Hills
91345	4	Mission Hills
91350	12	Santa Clarita
91351	6	Santa Clarita
91352	72	Sun Valley
91354	8	Santa Clarita
91355	12	Valencia
91356	39	Tarzana

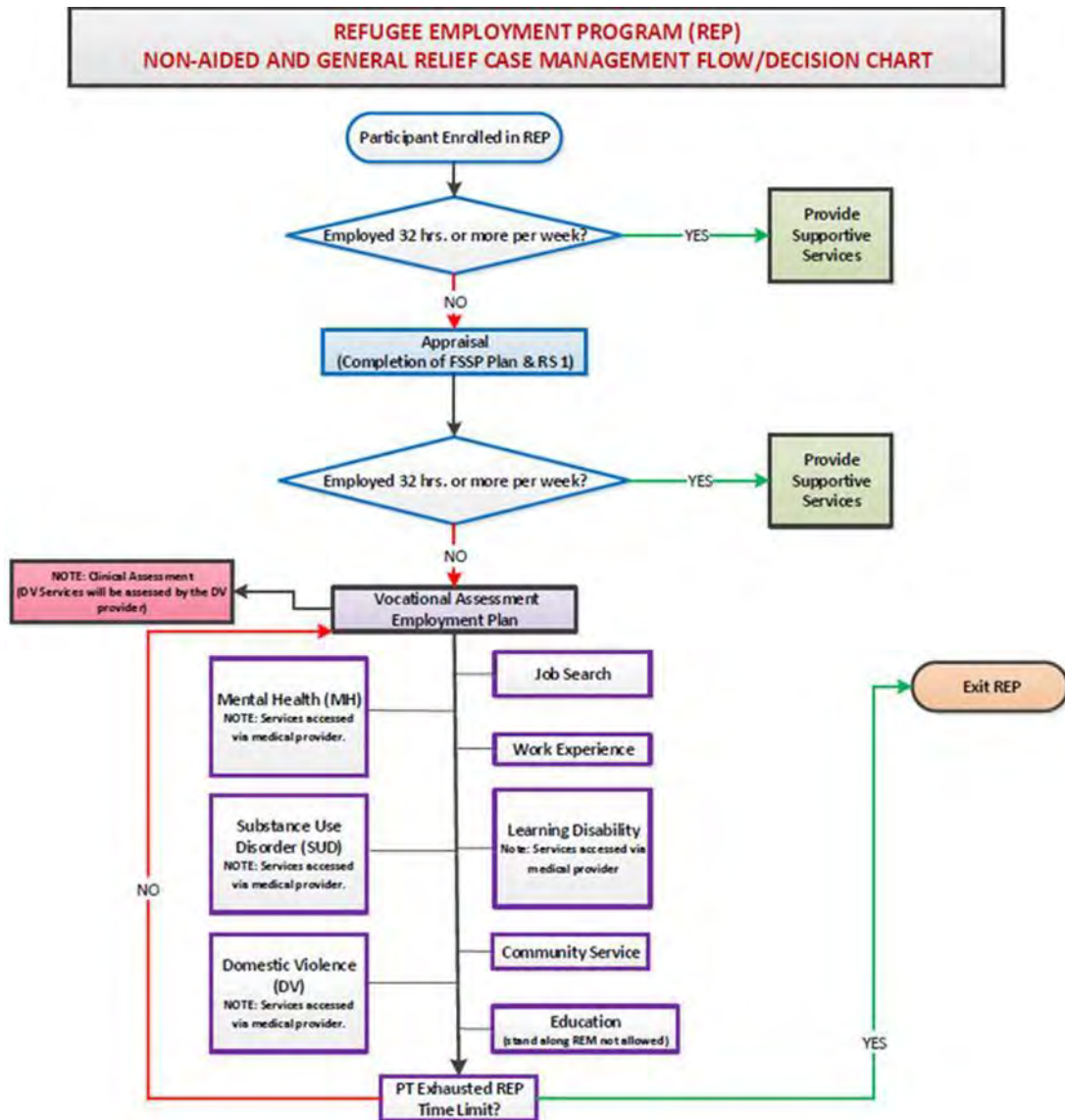
Zip Code	Case Count	City
91361	6	Westlake Village
91364	22	Woodland Hills
91367	65	Woodland Hills
91381	2	Stevenson Ranch
91384	1	Castaic
91387	20	Canyon Country
91390	4	Santa Clarita
91401	76	Van Nuys
91402	54	Panorama City
91403	34	Sherman Oaks
91405	79	Van Nuys
91406	63	Van Nuys
91411	28	Van Nuys
91423	43	Sherman Oaks
91436	2	Encino
91501	62	Burbank
91502	32	Burbank
91504	43	Burbank
91505	29	Burbank
91506	7	Burbank
91601	59	North Hollywood
91602	18	Studio City
91604	54	Studio City
91605	102	North Hollywood
91606	109	North Hollywood
91607	47	Valley Village
91702	5	Azusa
91706	6	Baldwin Park
91710	2	Chino Hills
91711	10	Claremont
91722	2	Covina
91723	3	Covina
91724	9	Covina
91731	14	El Monte
91732	1	El Monte
91733	5	South El Monte
91740	4	Glendora
91741	2	Glendora

Zip Code	Case Count	City
91744	6	La Puente
91745	2	Hacienda Heights
91746	1	City Of Industry
91748	2	Rowland Heights
91750	3	La Verne
91754	1	Monterey Park
91763	1	Montclair
91765	6	Diamond Bar
91766	2	Pomona
91767	12	Pomona
91768	1	Pomona
91770	5	Rosemead
91773	1	San Dimas
91775	2	San Gabriel
91776	6	San Gabriel
91780	8	Temple City
91790	5	West Covina
91791	4	West Covina
91792	5	Walnut
91801	9	Alhambra
93534	6	Lancaster
93535	5	Lancaster
93536	3	Lancaster
93550	8	Palmdale
93551	7	Palmdale
93552	3	Palmdale
Other	129	Out of L.A County
TOTAL	4256	

Source:
GAIN Unassigned Pool Ad Hoc Report, October 2023 and
REP Caseload Ad Hoc Report, October 2023







STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CalWORKs EXEMPTION REQUEST FORM

PLEASE PRINT

Your Name		COUNTY USE ONLY	
Address	Street	Case Name	
City	Zip	Case No.	
Phone ()		County	Other I.D. No.
QUESTIONS? ASK YOUR WORKER.		Worker Name	Worker Phone No.

Most adults can only get 60 months (5 years) of cash aid from the CalWORKs program. Unless exempt, an individual must participate in CalWORKs Welfare-to-Work activities as a condition for receiving aid.

INSTRUCTIONS TO THE CLIENT:

If you answer "Yes" to any of these questions, you may be exempt for a month or longer from the CalWORKs 60-month time limit and/or Welfare-to-Work participation. You may need to give information to help the county decide if you should be exempt. Please answer all of the questions. The county cannot answer these questions for you. Please be sure to sign and date the back of this form.

YES NO Welfare-to-Work Participation

Exemptions

- ☐ ☐ 1. Are you pregnant and does a doctor state that you cannot work or participate in Welfare-to-Work activities for:
- 20 hours per week if you are a single-adult assistance unit with a child under 6 years old.
 - 30 hours per week if you are a single-adult assistance unit with no child(ren) under 6 years old.
 - 35 hours per week if you are a two-parent assistance unit.
- ☐ ☐ 2. Are you the parent or caretaker of a child age _____ or under? (Depending on the County, you may be exempt if your child is 12 weeks old or under, 6 months old or under, or 12 months old or under.) This exemption is available only once in a lifetime.
- ☐ ☐ 3. If you have used exemption #2, have you recently become the parent or caretaker of another infant?
- ☐ ☐ 4. Are you a full time volunteer in the Volunteers in Service to America (VISTA) Program?

YES NO CalWORKs 60-Month Time Limit and Welfare-to-Work Participation Exemptions

- ☐ ☐ 5. Are you a 16 or 17-year old who has a high school diploma or its equivalent and is enrolled or planning to enroll in an educational, vocational or technical school training program?
- ☐ ☐ 6. Are you physically or mentally unable to work or participate in a Welfare-to-Work activity on a regular basis for at least 30 calendar days for at least:
- 20 hours per week if you are a single-adult assistance unit with a child under 6 years old.
 - 30 hours per week if you are a single-adult assistance unit with no child(ren) under 6 years old.
 - 35 hours per week if you are a two-parent assistance unit.
- ☐ ☐ 7. Are you the nonparent caretaker of a child who is a dependent or ward of the court, or at risk of being placed in foster care?
- ☐ ☐ 8. Do you need to stay home to take care of someone in the household who cannot take care of him/herself, (the person is ill, disabled, etc.) and this makes it hard for you to work or participate in a Welfare-to-Work activity?
- ☐ ☐ 9. Are you eligible for, participating in, or exempt from Cal-Learn? You are not eligible for this exemption if you are 19 years old and are not participating in Cal-Learn as a volunteer.
- ☐ ☐ 10. Are you living in Indian Country, as defined by federal law, in which 50 percent of the adults are unemployed? (This exemption applies only to the 60-month time limit, but not to Welfare-to-Work participation.)
- ☐ ☐ 11. Are you the parent or caretaker of a child age 0 - 23 months? This exemption is available only once in a lifetime starting 1/1/2013. You can take it now if it applies or save it in case you have another child.

PLEASE READ THE BACK OF THIS FORM TO FIND OUT ABOUT MORE EXEMPTIONS.

CW 2186A (4/21) REQUIRED FORM - NO SUBSTITUTE PERMITTED

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CalWORKs EXEMPTION REQUEST FORM (BACK)

Welfare-to-Work Participation Exemptions

You will not be required to participate in the Welfare-to-Work program if any of the reasons below apply to you.

- You are under 16 years old.
- You are 16, 17, or 18 years old and in high school or adult school.
- You are 60 years or older.

You do NOT have to return this form for these exemptions.

CalWORKs 60-Month Time Limit Exemptions

A month of aid will not count against your CalWORKs 60-month time limit if any of the reasons listed below apply to you.

- You did not receive CalWORKs cash aid because your grant was less than \$10. This may not apply if your grant is being reduced because of a penalty or past overpayment.
- Your cash grant is fully repaid by child support collection.
- You are only receiving supportive services such as child care, transportation, and case management.
- You are 60 years or older.

You do NOT have to request these exemptions on this form. You may contact your worker if any of these reasons apply to you.

CalWORKs Domestic Abuse Waivers

If you or a family member are a past or present victim of domestic abuse and the county determines that your condition or situation prevents or impairs your ability to be regularly employed or to participate in Welfare-to-Work activities, the county may waive the CalWORKs 60-month time limit and Welfare-to-Work participation. You do not have to complete this form to get a waiver to the time limits. Instead, you can ask the county for a domestic abuse waiver.

What Happens Next

- You will be told in writing whether or not you are exempt from the CalWORKs 60-month time limit, and/or Welfare-to-Work participation, and the reason why.
- You may be asked to give the county proof of your reason for requesting an exemption.
- If you do not agree with the county, you may ask for a State Hearing.
- Depending on your situation, you may be evaluated each month to determine if you should continue to be exempt.

Signature	Date
-----------	------

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

COUNTY OF LOS ANGELES

Date: _____
Case Name: _____
Case Number: _____
Worker Name: _____
Worker ID: _____
Worker Phone Number: _____

CalWORKs Exemption Determination

On _____, _____ asked for an exemption.
(DATE) (NAME)

The county determined:

A. WELFARE-TO-WORK PARTICIPATION EXEMPTION

1. ☐ This exemption is APPROVED. Reason for exemption: _____

Starting on _____, you are not required to participate in Welfare-to-Work. Your exemption will end on _____.
(DATE) (DATE)

If you want your exemption to continue after this end date, you must give the county information to show that it should continue before this date, or you will need to participate in Welfare-to-Work.

You can ask to volunteer to participate in Welfare-to-Work and will be told what activities and/or services are available.

The county may look at your condition again to see if you should continue to be exempt. If you are no longer exempt, you will need to participate in Welfare-to-Work.

2. ☐ This exemption is DENIED. Reason for denial: _____

You need to participate in Welfare-to-Work. You will get a notice from the county telling you when to attend Welfare-to-Work activities and/or services.

B. CalWORKs 60-MONTH TIME LIMIT EXEMPTION

1. ☐ This exemption is APPROVED. Reason for exemption: _____

Starting on _____, each month of aid for the period that your condition or circumstance lasts will not count toward your CalWORKs 60-month time limit. Your exemption will end on _____.
(DATE) (DATE)

If you want your exemption to continue after this date, you must give the county information to show that it should continue before the ending date on page 1, or each month of aid will count toward your 60-month time limit.

The county may look at your condition again to see if you should continue to be exempt. If you are no longer exempt, each month of aid will count toward your CalWORKs 60-month time limit.

2. ☐ This exemption is DENIED. Reason for denial: _____

Each month of aid will continue to count toward your CalWORKs 60-month time limit.

CONTACT YOUR WORKER IF YOU THINK THIS NOTICE IS WRONG. YOU MAY ALSO ASK FOR A STATE HEARING.
"YOUR HEARING RIGHTS" FORM ON THE BACK SIDE OF THIS PAGE TELLS YOU HOW TO ASK FOR A STATE HEARING.

Rules: These rules apply; you may review them at your welfare office: ACL NO. 20-113 and Assembly Bill 79 (Chapter 11, Statutes of 2020).

CW 2186B (4/21) REQUIRED FORM - NO SUBSTITUTE PERMITTED

YOUR HEARING RIGHTS

You have the right to ask for a hearing if you disagree with any county action. You have only 90 days to ask for a hearing. The 90 days started the day after the county gave or mailed you this notice. If you have good cause as to why you were not able to file for a hearing within the 90 days, you may still file for a hearing. If you provide good cause, a hearing may still be scheduled.

If you ask for a hearing before an action on Cash Aid, Medi-Cal, CalFresh, or Child Care takes place:

- Your Cash Aid or Medi-Cal will stay the same while you wait for a hearing.
- Your Child Care Services may stay the same while you wait for a hearing.
- Your CalFresh will stay the same until the hearing or the end of your certification period, whichever is earlier.

If the hearing decision says we are right, you will owe us for any extra Cash Aid, CalFresh or Child Care Services you got. To let us lower or stop your benefits before the hearing check below:

Yes, lower or stop: ☐ Cash Aid ☐ CalFresh
☐ Child Care

While You Wait for a Hearing Decision for:

Welfare to Work:

You do not have to take part in the activities.

You may receive child care payments for employment and for activities approved by the county before this notice.

If we told you your other supportive services payments will stop, you will not get any more payments, even if you go to your activity.

If we told you we will pay your other supportive services, they will be paid in the amount and in the way we told you in this notice.

- To get those supportive services, you must go to the activity the county told you to attend.
- If the amount of supportive services the county pays while you wait for a hearing decision is not enough to allow you to participate, you can stop going to the activity.

Cal-Learn:

- You cannot participate in the Cal-Learn Program if we told you we cannot serve you.
- We will only pay for Cal-Learn supportive services for an approved activity.

OTHER INFORMATION

Medi-Cal Managed Care Plan Members: This action on this notice may stop you from getting services from your managed care health plan. You may wish to contact your health plan membership services if you have questions.

Child and/or Medical Support: The local child support agency will help collect support at no cost even if you are not on cash aid. If they now collect support for you, they will keep doing so unless you tell them in writing to stop. They will send you current support money collected but will keep past due money collected that is owed to the county.

Family Planning: Your welfare office will give you information when you ask for it.

Hearing File: If you ask for a hearing, the State Hearing Division will set up a file. You have the right to see this file before your hearing and to get a copy of the county's written position on your case at least two days before the hearing. The state may give you hearing file to the Welfare Department and the U.S. Departments of Health and Human Services and Agriculture. (W&I Code Sections 10850 and 10950.)

NA BACK 2 (REPLACES NA BACK 8 AND 5) (REVISED 4/2013) - REQUIRED FORM - NO SUBSTITUTE PERMITTED

TO ASK FOR A HEARING:

- Fill out this page.
- Make a copy of the front and back of this page for your records. If you ask, your worker will get you a copy of this page.
- Send or take this page to:

OR

- Call toll free: 1-800-952-5253 or for hearing or speech impaired who use TDD, 1-800-952-8349.

To Get Help: You can ask about your hearing rights or for a legal aid referral at the toll-free state phone numbers listed above. You may get free legal help at your local legal aid or welfare rights office.

If you do not want to go to the hearing alone, you can bring a friend or someone with you.

HEARING REQUEST

I want a hearing due to an action by the Welfare Department of Los Angeles County about my:

☐ Cash Aid ☐ CalFresh ☐ Medi-Cal

☐ Other (List) _____

Here's Why:

☐ If you need more space, check here and add a page.

☐ I need the state to provide me with an interpreter at no cost to me. (A relative or friend cannot interpret for you at the hearing.)

My language or dialect is:

NAME OF PERSON WHOSE BENEFITS WERE DENIED, CHANGED OR STOPPED _____

BIRTH DATE _____ PHONE NUMBER _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

SIGNATURE _____ DATE _____

NAME OF PERSON COMPLETING THIS FORM _____ PHONE NUMBER _____

☐ I want the person named below to represent me at this hearing. I give my permission for this person to see my records or go to the hearing for me. (This person can be a friend or relative but cannot interpret for you.)

NAME _____ PHONE NUMBER _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

SAMPLE MONTHLY MANAGEMENT REPORT (REAS)

Contractor's Name

Report Month/Year

- A narrative of any concerns and/or changes in staff, sites, session scheduling, participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
- A minimum of two participant success stories.
- A list of all participants who attained 90th day of employment retention.
- Staffing updates (new/terminated staff) including the date of hire/termination.
- Monthly roster with employee name, title, file number (if applicable), phone number, email addresses, etc.
- A report of any critical incidents occurring in the month.
- A discussion of the Contractor's degree of success in achieving desired program outcomes, and Performance Requirement Standards.
- A list of all trainings provided by the Contractor in the month.
- A list of all trainings provided by the County in the month and names of employees who attended said training.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- A list of all Appeal Hearing decision received and their resolution.
- Any other ad hoc statistical reports as requested by the County and by the due date established by the County.
- A monthly log of Language Line usage which should include, at minimum, Participant Name, Participant Case Number, the date of call to Language Line, Participant's Requested Language, and any comments.
- Additional information may be required at

County discretion. Completed by:

Name:	Title:	Phone No:	Date:
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SAMPLE MONTHLY MANAGEMENT REPORT (SOR)

Contractor's Name

Report Month/Year

- Provide, if any, Senior Refugee Participant success stories. Attach any articles and/or newsletters highlighting Senior Refugee Participant(s).
- A list of major program activities and/or events and the number of participants involved.
- A list of speakers, activity or event coordinating partners, such as, the local Area Agency on Aging (AAA) or other mainstream provider of services to the elderly along with a contact person and telephone number; if none, provide efforts taken.
- A list of information dissemination activities carried out during the report month. Attach copies of any newspapers, newsletters, or articles considered relevant to program activities or used for program information or public relations purposes.
- A narrative of any problems experienced during the report month, if any. Include actual and/or anticipated slippage in task completion/ program implementation dates and any deviations from original program plan due to changes in staff, sites, session scheduling, Senior Refugee Participant scheduling (backlogs), or other contributing factor(s).
- A list of steps undertaken to address problems or recommendations for improvements as necessary.
- A list of Senior Refugee Participant complaints received by the Contractor in the month, including the resolution on the complaint.
- As requested by the County, a cumulative and unduplicated list of Senior Refugee Participants by service types, including Senior Networking, ESL and Civics instruction, assistance with citizenship applications, and/or adjustment of alien status.
- A monthly log of Language Line usage which should include, at minimum, Participant Name, Participant Case Number, the date of call to Language Line, Participant's requested language, and any comments.
- Additional information may be required at County discretion.

Completed by:

Name:	Title:	Phone No:	Date:
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
REFUGEE SOCIAL SERVICES

Services To Older Refugees

Request for Services and Enrollment Form

Refugee Information

Date Requested: ____/____/____

Name (Last, First): _____

Status: ☐ Refugee

Primary Language: _____

☐ Asylee ☐ Other _____

Address: _____

Date of Entry: ____/____/____

Phone Number: (____) _____

____I-94/____A#/Other____#: _____

Date of Birth: ____/____/____

SS # (last 4 digits): XXX-XX-_____

RCA/Medi-Cal ID #: XXX-XX-_____

Signature: _____

☐ To the best of my knowledge I am not enrolled in another agency's SOR program, if so, list here: _____

Services Requested (office use only)

Enrollment/Referral Date:

Start Date:

End Date:

<input type="checkbox"/> Citizenship Application Assistance or Referral	_____	_____	_____
<input type="checkbox"/> Adjustment of Status(I-485) or Referral	_____	_____	_____
<input type="checkbox"/> ESL Civics	_____	_____	_____
<input type="checkbox"/> Senior Networking	_____	_____	_____
<input type="checkbox"/> Transportation	_____	_____	_____

Refugee Employment Program Provider: _____

Address: _____

Contact Person/Telephone #: _____

Email Address: _____

☐ To the best of this Agency/RCM's knowledge, the participant is not enrolled in another SOR program.

Email & Fax Request

Email: GPD / REP

Fax Number: (562) 695-0423 ATTN: GPD/REP

**Services To Older Refugees (SOR) Funding
Senior Networking and ESL Civics Enrollment List**

Agency Name: _____

Date Form Submitted to DPSS: ____/____/____

No.	Participant Name (Last, First)	Signature	Case Number/ Other*	Expected Start Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

The Form is Due One Week Prior to the SOR Start Week
(Please ensure that written information, specifically name and Case/Other # is legible; type if possible.)

* Provide DPSS-assigned aid case # if refugee participant has a current or former case #. If refugee is non-aided by DPSS, provide I-94/A# or other document used to verify federal recognized refugee status.

SOR Enrollment List (Rev. 05/2018)

**Services To Older Refugees (SOR) Funding
Senior Networking and ESL Civics Attendance Sheet**

Agency Name: _____

Date: ____/____/____

No.	Case Number/ Other*	Participant Name (First Last)	Participant Signature	Comments
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

* Provide DPSS-assigned aid case # if refugee participant has a current or former case #. If refugee is non-aided by DPSS, provide I-94/A# or other document used to verify federal recognized refugee status.

SOR Attendance (Rev. 05/2018)

**Services To Older Refugees (SOR) Funding
Adjustment of Alien Status and Citizenship Application Services
Participant Sign-In Sheet**

Agency Name: _____
Contact Person: _____

Report Month/Year: ____/____
Phone Number: _____

No.	Participant Name	Case Number/ Other*	Appointment Date	Type of Application (√)		Date Application Submitted to USCIS
				I-94	I-551	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
The Form is Due One Week Prior to the SOR Start Week (Please ensure that written information, specifically name and Case/Other # is legible; type if possible.)						

* Provide DPSS-assigned aid case # if refugee participant has a current or former case #. If refugee is non-aided by DPSS, provide I-94/A# or other document used to verify federal recognized refugee status.

SOR Adjustment Alien Status – Citizenship (Rev. 05/2018)

Month/Year: ____/____

[illegible]

SOR Enrollment List (Rev. 05/2018)

Services To Older Refugees (SOR) Funding Transportation Log							
Agency Name: _____							
#	Date of Issuance	Amount of Issuance	Method of Payment	Participant Name (Last, First)	Participant Signature	A Number/ Other*	Agency Representative Signature
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

*If refugee is non-aided by DPSS, provide I-94/A# or other document used to verify federally recognized refugee status.

SOR Enrollment List (Rev. 05/2018)

Authorization to Release Medical Information

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

DEAR HEALTH CARE PROVIDER:

The California Work Opportunity and Responsibility to Kids (CalWORKs) program requires that non-exempt individuals participate in work, training, or educational activities for 32 or 35 hours (for one or two-parent households, respectively) per week. CalWORKs participants must make "satisfactory progress" in their activities.

We ask your help in evaluating this individual by providing us with information regarding how his/her mental or physical condition will affect the ability to participate in a work/training program. With this information, we can better assign the participant to an appropriate activity. It will also help us to determine if the participant's condition will enable him/her to participate or successfully complete 32 or 35 hours per week of work and/or training requirements.

Please complete Section 2 of the attached form and sign (or have your authorized representative sign) the Certification in Section 3. Please also complete the Physical Capacities and/or Mental Capacities form(s), as appropriate.

Thank you for your assistance.

WORKER NAME

WORKER PHONE NUMBER

FAX NUMBER

CW 81 (7/01) COVERSHEET - REQUIRED FORM - SUBSTITUTE PERMITTED

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

AUTHORIZATION TO RELEASE MEDICAL INFORMATION

COUNTY USE ONLY

CASE NAME:	CASE NUMBER:
WORKER NAME:	WORKER NUMBER:

Section 1 must be completed by the patient/client. Sections 2 and 3 are to be completed by the type of provider (or his/her authorized representative) checked below: (County worker to check appropriate box below.)

- ☐ Licensed physician or certified psychologist.
☐ Health care professional licensed or certified by a state to diagnose/treat physical or mental impairments affecting the ability to work or participate in education/training activities including, but not limited to, medical doctors, osteopaths, chiropractors, and licensed/certified psychologists.

SECTION 1. PATIENT/CLIENT INFORMATION AND AUTHORIZATION TO RELEASE INFORMATION

NAME OF PATIENT/CLIENT (LAST, FIRST, MIDDLE)	SEX (CIRCLE) M F	BIRTH DATE	SOCIAL SECURITY NUMBER	AGE(S) OF CHILD(REN) IN HOME
I authorize _____ of _____ NAME OF PROVIDER CLINIC OR MEDICAL GROUP				
to release information to the county welfare department from my records on the conditions checked below: <input type="checkbox"/> Physical Condition <input type="checkbox"/> Mental Condition <input type="checkbox"/> Other (Describe) _____				
I know this authorization may be used by the county welfare department for up to one year to obtain medical information. I may revoke this authorization at any time, except for information that has already been given to the welfare department. This information is needed by the county welfare department to determine eligibility for cash aid or food stamps. It is also needed to decide the type of work or training activities that I can take part (participate) in, and the CalWORKs services that I need. This information will be kept in the case file and will not be disclosed without my signed consent for each disclosure unless the disclosure is specifically required or allowed by law. I have read this form (or had this form read to me) after it was completed. I know I can get a copy of this form if I ask for it.				
PATIENT/CLIENT SIGNATURE	RELATIONSHIP TO PATIENT, IF NOT SELF		DATE SIGNED	
SIGNATURE OF WITNESS TO MARK, INTERPRETER, OR PERSON ACTING FOR PATIENT/CLIENT			DATE SIGNED	

SECTION 2. STATEMENT OF PROVIDER

The information requested is needed to evaluate eligibility for public assistance for the person named above and to determine his/her work assignment. Please answer the following questions as indicated by check mark:

- ☐ Questions 1 through 5 ☐ Question 6 ☐ Question 7

- Does the patient have a medically verifiable condition that would limit or prevent him/her from performing certain tasks? ☐ YES ☐ NO
If YES, complete the rest of this form, and the Physical Capacities and/or Mental Capacities form (if attached), as appropriate.
If NO, just complete the Health Care Provider Certification Section below.
- Onset Date of Condition _____. The condition is ☐ Chronic ☐ Acute, expected to last until _____
- Is the patient actively seeking treatment? ☐ YES ☐ NO Next appointment date _____
- Is this person able to work? ☐ YES ☐ NO
If YES, how many hours per day? _____
- Does this person have any limitations that affect his/her ability to work or participate in education or training? .. ☐ YES ☐ NO
- It is necessary to determine whether child care needs to be provided to enable the other parent to work. Does the patient's condition prevent him/her from providing care for the child(ren) in the home? ☐ YES ☐ NO
- Does the patient's condition require someone to be in the home to care for him/her? ☐ YES ☐ NO

SECTION 3. PROVIDER CERTIFICATION

SIGNATURE OF PROVIDER OR PROVIDER'S AUTHORIZED REPRESENTATIVE		DATE SIGNED	
PRINT NAME AND TITLE/SPECIALTY		PHONE NUMBER ()	
STREET ADDRESS	(MAILING ADDRESS, IF DIFFERENT)	CITY	STATE ZIP CODE

CW 69 (7/01) REQUIRED FORM - SUBSTITUTE PERMITTED

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CalWORKs 60-MONTH TIME LIMIT EXTENDER REQUEST FORM

Your Name		COUNTY USE ONLY	
Street Address		County	
City	Zip	Case Name	
Phone		Case No.	Other ID No.
QUESTIONS? ASK YOUR WORKER.		Worker Name	

Beginning May 1, 2022, most adults cannot get aid for more than a total of 60 months (5 years) from the CalWORKs program. (This includes aid you got from other states' and tribal governments' Federal Temporary Assistance for Needy Families (TANF) and Tribal TANF Programs on and after January 1, 1998.) However, aid can be paid beyond the CalWORKs 60-month time limit, if you and all parents, aided stepparents, and/or caretaker relatives in the home meet one of the conditions listed below.

If you answer "Yes" to any of these questions, you may be eligible for an extender. Please answer all the questions. If you need help with this form contact the county, but the county cannot complete this form for you. **Please be sure to sign and date the back of this form.** You may need to send more information to help the county decide if you can be extended on aid.

YES NO CalWORKs 60-MONTH TIME LIMIT EXTENDERS

- ☐ ☐ Are you staying at home to take care of someone in the household who cannot take care of themselves, which impairs you from working or participating in welfare-to-work activities?
- ☐ ☐ Are you the nonparent caretaker relative of a child who is a dependent or ward of the court in foster care, or at risk of being placed in foster care?
- ☐ ☐ Are you getting benefits from State Disability Insurance (SDI), Worker's Compensation Temporary Disability Insurance (TDI), In-Home Supportive Services (IHSS), or the State Supplemental Program (SSP) and are you unable to work or to participate in a welfare-to-work activity on a regular basis?
- ☐ ☐ Although you are not getting disability benefits, is a physical or mental problem keeping you from working or participating in welfare-to-work activities for 20 or more hours per week?
- ☐ ☐ Are you able to work or take part in welfare-to-work activities for 20 or more hours per week even though you have a physical or mental problem, because you get help with the problem? For example, you receive counseling, treatment, or special tutoring to enable you to cope with the problem. Otherwise the problem would keep you from working or participating in welfare-to-work activities.
(The county will review your past and current records to determine if you qualify for this extender. Aid may be extended if you worked or participated in welfare-to-work in the past.)

CalWORKs 60-MONTH TIME LIMIT EXTENDER FOR ADVANCED AGE - If you are 60 years of age or older, you may contact your worker to ask for an extender for advanced age. You do not have to complete this form to ask for the extender.

OTHER AIDED ADULTS IN THE HOME - All other parents, aided stepparents, and/or caretaker relatives in your home must also qualify for an extender in order for you to be extended on aid. They must complete a separate request form. Your aid can be extended if the other adult(s) is not in your assistance unit and has not received aid for 60 months.

PLEASE READ AND SIGN THE BACK OF THIS FORM.

CW 2150A (4/21) Required Form - No Substitute Permitted

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CalWORKs 60-MONTH TIME LIMIT WAIVER - If you are a victim of domestic abuse and the county determines that your condition or situation prevents or impairs your ability to be regularly employed or take part in welfare-to-work activities, the county may waive the 60-month time limit, so you can get aid. You do not have to complete this form to get a domestic abuse waiver or extender to the time limits. Instead, you can contact your worker to request a domestic abuse waiver.

What Happens Next

1. The county will tell you if you can get your aid extended and the reason why.
2. The county can ask you for proof of the reason you are asking for an extender.
3. If you do not agree with the county, you may ask for a State hearing.
4. The county can evaluate your condition again to decide if you can continue to get your aid extended.

Your Signature

Date

CW 2150A (4/21) Required Form - No Substitute Permitted

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COUNTY OF LOS ANGELES

**CalWORKS 60- Month Time Limit Extender
Determination Form**

Date:
Case Name:
Case Number:
Worker Name:
Worker ID:
Worker Phone Number:

Questions? Ask your worker.

State Hearing: If you think this action is wrong, you can ask for a hearing. The back of this page tells you how. Your benefits may not be changed if you ask for a hearing before this action takes place.

On _____ (DATE) _____ (NAME) asked for a 60-month time limit extender.

Based on the facts in your case, the county determined:

1. ☐ The 60-month time limit extender is **APPROVED**. The county has found that you qualify for a time limit extender at this time. If you are currently getting cash aid, your aid will not end due to time limits. If you are not currently getting cash aid, you will get a separate notice about your eligibility and any changes to your grant amount.

Starting on _____, your CalWORKs 60-month time limit will be extended and you will continue to get cash aid.

Your extender will end on _____.

Tell the county if the condition extending your CalWORKs 60-month time limit changes.

Reason for Approval:

2. ☐ The 60-month time limit extender is **DENIED**. You do not qualify for a time limit extender at this time and will not be aided. If your condition changes, call your worker to ask for a time limit extender.

Reason for Denial: _____

Rules: These rules apply; you may review them at your welfare office: MPP 42-302.11, MPP 42-302.3, ACL NO. 20-113 and Assembly Bill 79 (Chapter 11, Statutes of 2020)

CW 21908 (4/21) REQUIRED FORM - NO SUBSTITUTE PERMITTED

YOUR HEARING RIGHTS

You have the right to ask for a hearing if you disagree with any county action. You have only 90 days to ask for a hearing. The 90 days started the day after the county gave or mailed you this notice. If you have good cause as to why you were not able to file for a hearing within the 90 days, you may still file for a hearing. If you provide good cause, a hearing may still be scheduled.

If you ask for a hearing before an action on Cash Aid, Medi-Cal, CalFresh, or Child Care takes place:

- Your Cash Aid or Medi-Cal will stay the same while you wait for a hearing.
- Your Child Care Services may stay the same while you wait for a hearing.
- Your CalFresh will stay the same until the hearing or the end of your certification period, whichever is earlier.

If the hearing decision says we are right, you will owe us for any extra Cash Aid, CalFresh or Child Care Services you got. To let us lower or stop your benefits before the hearing check below:

Yes, lower or stop: ☐ Cash Aid ☐ CalFresh
☐ Child Care

While You Wait for a Hearing Decision for:

Welfare to Work:

You do not have to take part in the activities. You may receive child care payments for employment and for activities approved by the county before this notice. If we told you your other supportive services payments will stop, you will not get any more payments, even if you go to your activity.

If we told you we will pay your other supportive services, they will be paid in the amount and in the way we told you in this notice.

- To get those supportive services, you must go to the activity the county told you to attend.
- If the amount of supportive services the county pays while you wait for a hearing decision is not enough to allow you to participate, you can stop going to the activity.

Cal-Learn:

- You cannot participate in the Cal-Learn Program if we told you we cannot serve you.
- We will only pay for Cal-Learn supportive services for an approved activity.

OTHER INFORMATION

Medi-Cal Managed Care Plan Members: This action on this notice may stop you from getting services from your managed care health plan. You may wish to contact your health plan membership services if you have questions.

Child and/or Medical Support: The local child support agency will help collect support at no cost even if you are not on cash aid. If they now collect support for you, they will keep doing so unless you tell them in writing to stop. They will send you current support money collected but will keep past due money collected that is owed to the county.

Family Planning: Your welfare office will give you information when you ask for it.

Hearing File: If you ask for a hearing, the State Hearing Division will set up a file. You have the right to see this file before your hearing and to get a copy of the county's written position on your case at least two days before the hearing. The state may give you hearing file to the Welfare Department and the U.S. Departments of Health and Human Services and Agriculture. (W&I Code Sections 10850 and 10850.)

NA BACK 2 (REPLACES NA BACK 2 AND EP 5) (REVISED 4/2013) - REQUIRED FORM - NO SUBSTITUTE PERMITTED

TO ASK FOR A HEARING:

- Fill out this page.
- Make a copy of the front and back of this page for your records. If you ask, your worker will get you a copy of this page.
- Send or take this page to:

OR

- Call toll free: 1-800-952-5253 or for hearing or speech impaired who use TDD, 1-800-952-8349.

To Get Help: You can ask about your hearing rights or for a legal aid referral at the toll-free state phone numbers listed above. You may get free legal help at your local legal aid or welfare rights office.

If you do not want to go to the hearing alone, you can bring a friend or someone with you.

HEARING REQUEST

I want a hearing due to an action by the Welfare Department of Los Angeles County about my:

☐ Cash Aid ☐ CalFresh ☐ Medi-Cal

☐ Other (List) _____

Here's Why:

☐ If you need more space, check here and add a page.

☐ I need the state to provide me with an interpreter at no cost to me. (A relative or friend cannot interpret for you at the hearing.)

My language or dialect is:

NAME OF PERSON WHOSE BENEFITS WERE DENIED, CHANGED OR STOPPED

BIRTH DATE: _____ PHONE NUMBER: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

NAME OF PERSON COMPLETING THIS FORM: _____ PHONE NUMBER: _____

☐ I want the person named below to represent me at this hearing. I give my permission for this person to see my records or go to the hearing for me. (This person can be a friend or relative but cannot interpret for you.)

NAME: _____ PHONE NUMBER: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EXHIBIT C CONTRACTOR'S SAMPLE BUDGET

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if Its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor will be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff will keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I will keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I will keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE
PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the HIPAA, Public Law 104-191, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve

access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "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. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. §
- 1.11 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.13 "Individual" has the same meaning as the term "individual" at 45C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

- 1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal

responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate will not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate will not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate will not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate will implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate will comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate will report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate will report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate will report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate will provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate will make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or 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) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate will make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;

- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or 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) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate will provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate will delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate will document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate will ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate will take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor will terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate will immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) will require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) will include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate will provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate will, within two business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and will provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate will notify Covered Entity in writing within two days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business

Associate will provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate will, within ten business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate will notify Covered Entity in writing within five days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate will maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 will include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate will document the information specified in Section 9.1.1 and will maintain the information for six years from the date of the Disclosure.

9.2 Business Associate will provide to Covered Entity, within ten business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate will notify Covered Entity in writing within five days of the receipt of the request and will provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting will be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate will comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate will make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate will immediately notify Covered Entity of any requests made by the

Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate will mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate will, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or

Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

- 13.1.1 Business Associate will notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

- 13.1.2 The notification provided by Business Associate will be written in plain language, will be subject to review and approval by Covered Entity, and will include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were 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);

- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which will include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate will reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate will indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying

Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate will thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which will be reasonable

given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate will return or, if agreed to by Covered entity, will destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper

management and administration or to carry out its legal responsibilities and will return or destroy all other Protected Health Information.

18.3.1 Business Associate will extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45

C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate will not Use or Disclose such

Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate will return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate will ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to

Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 **Disclaimer:** Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 **HIPAA Requirements:** The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 **No Third-Party Beneficiaries:** Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 **Construction:** In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 **Regulatory References:** A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 **Interpretation:** Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 **Amendment:** The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Non-profit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Non-profit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California non-profit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NON-PROFITS

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations

(“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of non-profit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NON-PROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to non-profits, including in Los Angeles, the *Center for Non-profit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014

(213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Non-profits*, <http://www.calnonprofits.org/>. Both organizations’ websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section will be construed as an endorsement by the County of Los Angeles of such organizations.

**SAMPLE MONTHLY INVOICE
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES (REAS) CASE MANAGEMENT ONGOING
SERVICES INVOICE**

I.	Current Billing Month and Year:		Invoice Date:	
	Contractor's Social Security or Taxpayer No.:		Contract No.:	
	Contractor's Name:		Telephone No.:	
	Contractor's Address:		Flat Monthly Fee:	
II.	Payment requested for Service Month of:			
III.	REP participants served during the Service Month			
	A. Number of active REP participants at the end of the service month reflected in WtW and REP Caseload Activity Report.	=		
	B. Number of active REP participants newly enrolled during the service month NOT reflected in the WtW and REP Caseload Activity Report.	+	0	
	C. Other: Number of active REP participants NOT reflected in the WtW and REP Caseload Activity Report that have been served in accordance with the contract, are assigned to an RCM, and are NOT listed in any other category in the invoice (Items A and B).	+	0	
	D. Total number of REP participants served this month. (A+B+C)	=	0	
	E. Invoice amount (Flat Monthly Fee)	=	\$0.00	
IV.	Invoiced Amount Requested (E)			\$0.00
	A. Performance Penalty Deduction (if applicable)	-		
	B. Amount Requested for Payment:	=		\$0.00
			Amount RSS	%
				Amount TA
	Percentage (apply only to III. E)	%	# of RSS participant:	# of TA participant:
	A. Employment Services (ES)			
	B. English Language Training (ELT)			
	C. On-the-Job Training (OJT)			
	D. Skills Training			
	E. Case Management			
	F. Other (Please list)			
	TCVAP Participants		%	COST
				AMT TCVAP
	CONTRACTOR'S AUTHORIZING SIGNATURE			DATE
	COUNTY CONTRACT ADMINISTRATOR'S APPROVAL			DATE

The County reserves the right to request any additional supporting documents from the Contractor to approve payments on as needed basis.

**SAMPLE MONTHLY INVOICE
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES (REAS)
SERVICES TO OLDER REFUGEES (SOR) INVOICE**

I. Current Billing Month and Year:				Invoice Date:			
Contractor's Social Security or Taxpayer No.:				Contract No.:			
Contractor's Name:				Telephone No.:			
Contractor's Address:				Firm-Fixed Per Participant Fee:			
II. Service Month/Year:							
III. ESSA participants served during the Service Month							
A. Number of senior refugees provided with Senior Networking and/or ESL Civics services.						=	
B. Number of senior refugees provided with Citizenship application preparation and/or adjustment of alien status services.						+	
C. Total number of ESSA participants served this month. (A+B)						=	
D. Invoice amount: Per Participant Fee * C							\$0.00
IV. Invoiced Amount Requested (D)							
A. Performance Penalty Deduction (if applicable)						-	
B. Amount Requested for Payment:						=	
CONTRACTOR'S AUTHORIZING SIGNATURE						DATE	
COUNTY CONTRACT ADMINISTRATOR'S APPROVAL						DATE	

**MONTHLY INVOICE
REFUGEE EMPLOYMENT ACCULTURATION
SERVICES (REAS) FAMILY STABILIZATION (FS)
PROGRAM AND
SB 1232 SERVICES INVOICE**

I.	Current Billing Month and Year:		Invoice Date:	
	Contractor's Social Security or Taxpayer No.:		Contract No.:	
	Contractor's Name:		Telephone No.:	
	Contractor's Address		Flat Monthly Fee:	<div style="display: flex; justify-content: space-between;"> <div>FS</div> <div>SB 1232</div> </div>
II.	Payment requested for Service Month of:			
				<div style="display: flex; justify-content: space-between;"> <div>FS</div> <div>SB 1232</div> </div>
III.	Participants served during the Service Month			
	A. Number of active participants at the end of the service month.		=	
	B. Number of active participants newly enrolled during the service month.		+	
	C. Total number of participants served this month. (A+B)		=	
	D. Invoice amount (Flat Monthly Fee)			
IV.	Invoiced Amount Requested (D)			
	A. Performance Penalty Deduction (if applicable)		-	
	B. Amount Requested for Payment:		=	
	CONTRACTOR'S AUTHORIZING SIGNATURE			DATE
	COUNTY CONTRACT ADMINISTRATOR'S APPROVAL			DATE

CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

All staff working under the Refugee Employment and Acculturation Services (REAS) Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of Staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff are required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Because legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- | | |
|--|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", "ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Conviction Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract will be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

☐ I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.

☐ I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S):

_____ Conviction Date:

☐ I am currently on probation/parole. End date: _____

☐ I am no longer on probation/parole. My probation/parole terminated on:

Signature: _____

Date: _____

Witnessed by: _____

Date: _____

Signature & Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tiered Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer will provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “Participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. Proposer acknowledges that a Participant may decide the

methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each Participant may but is not required to; check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor/Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer will attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation will describe the specific circumstances concerning the inability to certify. It further will identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor/Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation will provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractor/Subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

NEPOTISM POLICY STATEMENT OF UNDERSTANDING

Nepotism means favoritism shown to close relatives and closely related employees. Close relatives and closely related to employees include their father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half-brother, half-sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners, unregistered domestic partners (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee).

ACKNOWLEDGEMENT

I have read the Nepotism Policy as stated herein. I understand that it is my responsibility to be aware of possible conflicts of interest, and to immediately notify my supervisor (Manager/Director) of the facts in writing so that a determination can be made as to whether or not nepotism or the appearance of nepotism exists.

I understand that failure to comply with this Nepotism Policy may result in discharge.

With my signature affixed to this form, I acknowledge that I have been informed of Nepotism Policy herein specified, and the consequences of failure to comply.

Employee Name: _____

Witness Signature: _____
(Immediate Supervisor)

_____ Date

Employee Signature: _____

Witness Job Title: _____

_____ Date

Check

- Original to employee's Office Personnel Folder ()
- Copy to employee ()

EXHIBIT P

COMPLAINT OF DISCRIMINATORY TREATMENT

**DEPARTMENT OF PUBLIC SOCIAL SERVICES AMERICAN WITH DISABILITIES ACT
(ADA) COMPLAINT FORM**

CIVIL RIGHTS TRAINING REPORT

ADA TITLE II TRAINING REPORT

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

Please return completed form to:
Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
E-mail: DPSSCivilRights@dpss.lacounty.gov
Phone: (562) 908-8501
Fax: (562) 692-2240

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my (check at least one box):

<input type="checkbox"/> NATIONAL ORIGIN (including language)	<input type="checkbox"/> AGE	<input type="checkbox"/> RELIGION
<input type="checkbox"/> COLOR	<input type="checkbox"/> SEX	<input type="checkbox"/> POLITICAL AFFILIATION
<input type="checkbox"/> RACE	<input type="checkbox"/> GENDER EXPRESSION	<input type="checkbox"/> CITIZENSHIP
<input type="checkbox"/> ANCESTRY	<input type="checkbox"/> GENDER IDENTITY	<input type="checkbox"/> IMMIGRATION STATUS
<input type="checkbox"/> ETHNIC GROUP	<input type="checkbox"/> SEXUAL ORIENTATION	<input type="checkbox"/> ANY OTHER APPLICABLE BASIS:
<input type="checkbox"/> IDENTIFICATION	<input type="checkbox"/> MARITAL STATUS	_____
<input type="checkbox"/> PHYSICAL OR MENTAL DISABILITY	<input type="checkbox"/> DOMESTIC PARTNERSHIP	_____
	<input type="checkbox"/> MEDICAL CONDITION	
	<input type="checkbox"/> GENETIC INFORMATION	

I BELIEVE I WAS RETALIATED AGAINST BECAUSE: _____

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED/RETALIATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

_____ **CONSENT GRANTED** — By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable Federal and State laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

_____ **CONSENT DENIED** — I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint **may not** be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE)

(DATE)

ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 5/2023) ENGLISH



**DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMERICANS WITH DISABILITIES ACT (ADA)
COMPLAINT FORM**



This form is for a DPSS informal complaint procedure, designed to quickly resolve complaints regarding violations of the Americans with Disabilities Act.

The use of this form is not required to comply with federal regulations and does not initiate a lawsuit or formal complaint procedure.

You may file a complaint if you feel that you have been discriminated against due to your disability or are not satisfied with the service you received related accommodating your disability. Some disabilities may include, but are not limited to problems with walking, sitting, standing, reading, learning, understanding, speaking, hearing, seeing, being around crowds, and memory loss.

Instructions

1. Complaint must be in writing and should contain the name, address, and telephone number of complainant along with a brief description of the alleged violation(s).
2. Please include the corrective action being requested to resolve the alleged violation(s).
3. All complaint forms should be signed.
4. You may mail or email your complaint(s) to DPSS ADA Title II Coordinator or Chief Executive Office (CEO), Disability Civil Rights Section at:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (844) 586-5550
Fax: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(Office hours only 7:00 a.m. to 4:30 p.m.)

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
Telephone: (213) 202-6944
TTY: (855) 872-0443
Email: Adavis@ceo.lacounty.gov

5. You may request an informal meeting with the DPSS ADA Title II Coordinator to answer any questions.
6. DPSS will acknowledge receipt of your complaint in writing within five (5) workdays from the date the complaint was filed.

Please Note:

- Using this informal complaint procedure is not a requirement under federal regulations nor does it prevent you from filing a complaint with the appropriate federal enforcement agency.
- Any retaliation, coercion, intimidation, threat, interference, or harassment for filing of a complaint is prohibited and should be reported immediately to the DPSS ADA Title II Coordinator: (844) 586-5550 or to the County's CEO, Disability Civil Rights Section: (213) 202-6944.

This form is available in alternate format from the Departmental ADA Coordinator upon request.

ADA-PUB 1 (Rev. 04/17)



DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMERICANS WITH DISABILITIES ACT (ADA)
COMPLAINT FORM



Person completing form (**check one**): ☐ Complainant ☐ Authorized Representative

Name: _____

Address: _____

Telephone No.: (____) _____

Email: _____

ALLEGED VIOLATIONS

Describe how the County of Los Angeles has not complied with the ADA. Provide sufficient detail to make your complaint clear (attach additional pages if necessary).

Date of Occurrence: _____

REQUESTED ACTION

What actions do you request the County take to correct the alleged ADA non-compliance or discrimination?

Signature: _____ Date: _____

"To Enrich Lives Through Effective and Caring Service"

ADA-PUB 1 (Rev. 04/17)

CIVIL RIGHTS TRAINING REPORT

CONTRACTOR: _____

Address: _____

Contract Manager: _____

Phone Number: _____

Number of Staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

ADA TITLE II TRAINING REPORT

CONTRACTOR: _____

Address: _____

Contract Manager: _____

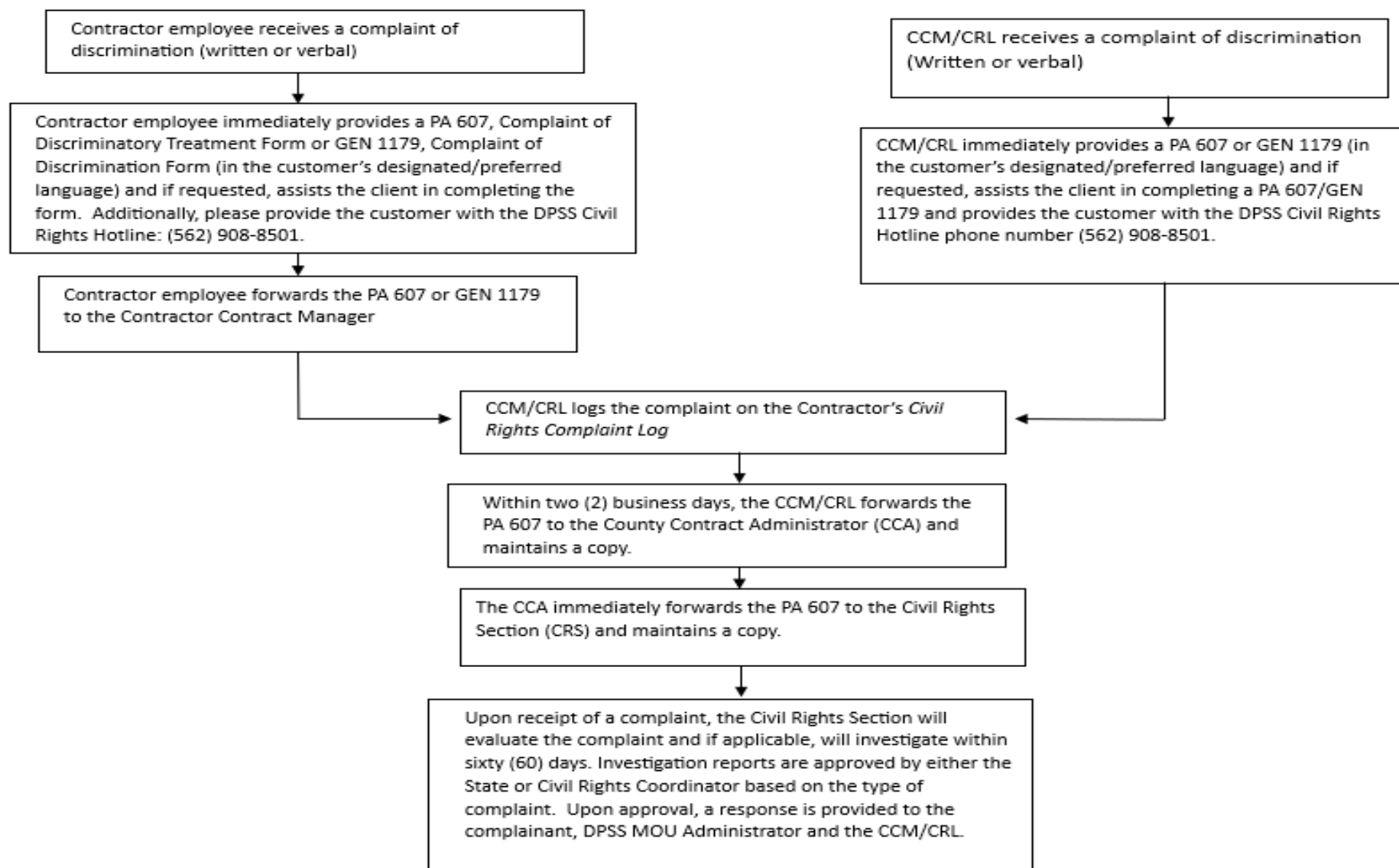
Phone Number: _____

Number of Staff who attended ADA Title II Training: _____

Date of ADA Title II Training: _____

Miscellaneous Information: _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



**CONTRACTOR'S NON-DISCRIMINATION
IN SERVICE STATEMENT**

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, ancestry, national origin (including language), ethnic group identification, age, physical or mental disability, medical condition, religion, sex, gender, gender identity or expression, sexual orientation, marital status, domestic partnership, political affiliation, citizenship, immigration status, and genetic information or retaliation and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

(Circle one)

- | | | |
|--|-----|----|
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Name and Title of Signer

Signature

Date

CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION

CONTRACTOR NAME:

The service office(s) is/are located at:

Address 1:

Address 2:

Address 3:

Address 4:

Address 5:

Address 6:

By signing this certification form, this Contractor certifies:

☐ At least one of the office(s) listed above will be located in Los Angeles County at the time of Contract award.

OR

☐ **(If no office(s) are identified above)** At least one office will be located in Los Angeles County at the time of Contract award.

Name of Firm:

Name and Title of Signer:

**CONTRACTOR CASE MANAGERS AND BUSINESS SERVICES SPECIALISTS MINIMUM
MANDATORY REQUIREMENTS AND COLLEGE DEGREES ACCEPTANCE**

Case Manager's minimum requirements are equivalent to the County's GAIN Services Workers.

REQUIRED TRAINING AND EXPERIENCE:

Case Managers and Business Services Specialists must meet one of the following requirements, at the time of filing their job application with the Contractor as follows: 1) A four-year college degree*; 2) An AA degree and two years of case management experience; 3) An AA** degree and two years of employment counseling experience; **OR** 4) Two years of employment counseling experience in a GAIN environment.

Case Managers Supervisors must meet one of the following requirements, at the time of filing their job application with the Contractor: 1) Two years employment counseling experience in the Los Angeles County GAIN Program, one year of which must have been as a GAIN Services Worker; **OR** an associate degree** and two years of experience as a GAIN Services Coordinator.

COLLEGE DEGREE ACCEPTANCE:

* All College Degrees required for Contract Managers, Case Managers and Business Services Specialists must be obtained from an accredited college/institution. Accredited colleges/institutions are those listed in the publications or regional, national or international accrediting agencies which are accepted by the Los Angeles, Department of Human Resources, Publications such as American Universities and Colleges and International Handbook of Universities are acceptable references. Also acceptable, if appropriate, are degrees that have been evaluated and deemed to be equivalent to degrees from United States accredited institutions by an academic credential evaluation agency recognized by the National Association of Credential Evaluation Services or Association of International Credential Evaluations, Inc. No substitution of any college degree or required verification is acceptable, nor is a translation alone acceptable without an equivalency evaluation, if required.

In order for the County to honor submitted college degree or completion of a certificate program, a legible copy of the of the official diploma, official transcripts, or official letter from the accredited institution which shows the area of specialization, or official certificates must be included with the job application at the time of its filing, as well as the equivalency evaluation, if required.

**Achievement of Junior class standing in an accredited four-year college may be substituted for an AA degree provided other training or experience requirements are met.



PAT LEARY
ACTING DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

June 25, 2019

ERRATA

ALL COUNTY LETTER (ACL) NO. 19-56E

TO: ALL COUNTY WELFARE DIRECTORS

SUBJECT: **ERRATUM TO ACL 19-56 - 2019 CDSS PRIVACY AND SECURITY AGREEMENT (PSA)**

The purpose of this errata is to transmit an updated copy of the Privacy and Security Agreement (PSA) form. Please ensure to use this attached form in place of the original form transmitted with ACL 19-56.

If there are any questions or concerns regarding the updated Agreement, please contact the Information Security & Privacy Bureau's PSA email box at cdsspsa@dss.ca.gov.

Sincerely,

Original Document Signed By:

NOLA NIEGEL, Branch Chief
Project Oversight and Strategic Technology Branch
Information Systems Division

Attachment

2019 PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Social Services and the

County of _____,

Department/Agency of _____

PREAMBLE

The California Department of Social Services (CDSS) and the

County of _____,

Department/Agency of _____

enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to Assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

v2019 06 24
Page 1 of 24

The County Department/Agency utilizes SSA and MEDS data in conjunction with other system data in order to Assist in the Administration of the Program for the programs listed above.

This Agreement covers the

County of _____,

Department/Agency of _____

and its staff (County Workers), who access, use, or disclose PII covered by this Agreement, to assist in the administration of programs.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information directly obtained in the course of performing an administrative function through the MEDS or IEVS systems on behalf of the programs, which can be used alone, or in conjunction with any other reasonably available information to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including, but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. **"Secure Areas"** means any area where:
 - a. County Workers assist in the administration of their program;
 - b. County Workers use or disclose PII; or
 - c. PII is stored in paper or electronic format.
7. **"SSA-provided or verified data (SSA data)"** means:
 - a. Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or;
 - b. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

AGREEMENTS

CDSS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq. and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use PII to assist in administering their respective programs.
- C. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.
- D. County Workers who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within thirty (30) days of employment;
 - 2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three (3) or more security reminders per year are recommended;

v2019 06 24
Page 4 of 24

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed; and
4. Retain training records for a period of three (3) years after completion of the training.

B. *Employee Discipline.*

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

C. *Confidentiality Statement.* Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years, or five (5) years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

1. General Use of the PII;
2. Security and Privacy Safeguards for the PII;
3. Unacceptable Use of the PII; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a County Worker before they may access PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three (3) years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County Department/Agency shall perform the following:

- A. Conduct periodic privacy and security reviews of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide CDSS with applicable contact information for these designated individuals by emailing CDSS at cdsspsa@dss.ca.gov. Any changes to this information should be reported to CDSS within ten (10) days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department/Agency facilities where County Workers 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:

v2019 06 24
Page 6 of 24

1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers 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 County Department/Agency 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 County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- 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 Department/Agency and non-County Department/Agency 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. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to ensure that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

v2019 06 24
Page 7 of 24

- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- K. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted PII shall 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, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall 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, shall 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, shall have critical security patches applied, with system reboot if necessary.

v2019 06 24
Page 8 of 24

2. There shall 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 shall 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, shall have compensatory controls implemented to minimize risk.

G. *User IDs and Password Controls.*

1. All users shall be issued a unique user name for accessing PII.
2. Username shall be promptly disabled, deleted, or the password changed within, at most, twenty-four (24) hours of the transfer or termination of an employee. Note: Twenty-four (24) hours is defined as one (1) working day.
3. Passwords are not to be shared.
4. Passwords shall be at least eight (8) characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.

v2019 06 24
Page 9 of 24

9. Passwords shall be composed of characters from at least three (3) of the four (4) of the following 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. **User Access.** In conjunction with CDSS and DHCS, County Department/Agency management should exercise control and oversight over the authorization of individual user access to SSA data via, MEDS, IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction.** When no longer needed, all PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- K. **Warning Banners.** The systems providing access to PII shall 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.
- L. **System Logging.**
 1. The systems that provide access to PII shall 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 of the audit trail.
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.

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

N. **Transmission Encryption.**

1. All data transmissions of PII outside of a secure internal network shall 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.

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

VII. **AUDIT CONTROLS**

A. **System Security Review.**

1. The County Department/Agency shall ensure audit control mechanisms are in place.

v2019 06 24
Page 11 of 24

2. All systems processing and/or storing PII shall 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 shall 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 shall have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. **Anomalies.** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. **Emergency Mode Operation Plan.** The County Department/Agency shall 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. It is recommended that County Department/Agency conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS and CDSS, if requested.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, shall include environmental protection such as cooling, power, and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. **Data Backup and Recovery Plan.**
1. The County Department/Agency 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.

v2019 06 24
Page 12 of 24

3. The procedures shall include storing backups containing PII offsite.
4. The procedures shall ensure an inventory of backup media.
5. The County Department/Agency 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.
7. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. **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 County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII to 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., inclusive of 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 shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. ***Removal of Data.*** The PII shall not be removed from the premises of County Department/Agency except for identified routine business purposes or with express written permission of CDSS.

v2019 06 24
Page 13 of 24

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 County Department/Agency obtains prior written permission from CDSS to use another method.

X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. *Initial Notice to DHCS:*

The County Department/Agency will provide initial notice to DHCS by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII or potential loss of PII with a copy to CDSS. The DHCS is acting on behalf of CDSS for purposes of receiving reports of privacy and information security incidents and breaches. The County Department/Agency agrees to perform the following incident reporting to DHCS:

1. If a suspected security incident involves PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.

v2019 06 24
Page 14 of 24

2. If a suspected security incident does not involve PII provided or verified by SSA, the County Department/Agency shall notify DHCS within one (1) working day of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.

All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department/Agency.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department/Agency shall take:

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
 2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. Investigation and Investigative Report. The County Department/Agency shall immediately investigate breaches and security incidents involving PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS within seventy-two (72) hours of the discovery. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.

- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted within ten working days of the discovery. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a Corrective Action Plan (CAP) that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their PII, the County Department/Agency shall give the notice, subject to the following provisions:
1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications, as well as any costs associated with the breach. If there is any question as to whether CDSS or the County Department/Agency is responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

v2019 06 24
Page 16 of 24

2. All notifications (regardless of breach status) regarding beneficiaries' PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event, later than sixty (60) calendar days from discovery;
3. The CDSS Information Security and Privacy Bureau shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without CDSS review and approval, secondary follow-up notifications may be required; and
4. CDSS may elect to assume responsibility for such notification from the County Department/Agency.

- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to CDSS, CDSS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **CDSS and DHCS Contact Information.** The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to CDSS and DHCS. CDSS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

CDSS Information Security and Privacy Bureau	DHCS Breach and Security Incident Reporting
<p>California Department of Social Services Information Security and Privacy Bureau 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413</p> <p>Email: iso@dss.ca.gov</p> <p>Telephone: (916) 651-5558</p> <p><i>The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.</i></p>	<p>Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Email: incidents@dhcs.ca.gov</p> <p>Telephone: (866) 866-0602</p> <p><i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

v2019 06 24
Page 19 of 24

If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the CDSS proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If a County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XIII. COUNTY DEPARTMENT/AGENCY AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors, and vendors that have access to County Department/Agency PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to PII upon such agents, subcontractors, and vendors. These shall include, at a minimum, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Department/Agency(s) who would like assistance or guidance with this requirement are encouraged to contact CDSS via email at cdsspsa@dss.ca.gov.

XIV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist CDSS or DHCS (on behalf of CDSS) in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from CDSS or DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to CDSS in writing, or to enter into a written CAP with CDSS containing deadlines for achieving compliance with specific provisions of this Agreement.

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving CDSS based upon claimed violations by the County Department/Agency of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of their program and using or disclosing PII available to CDSS at no cost to CDSS to testify as witnesses. The CDSS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by CDSS of the privacy or security of PII, or state or federal laws or agreements concerning privacy or security of PII.

XVI. AMENDMENT OF AGREEMENT

The CDSS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that an amendment to this Agreement may be required to ensure compliance with all data security and privacy procedures. Upon request by CDSS, the County Department/Agency agrees to promptly enter into negotiations with CDSS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, CDSS may terminate this Agreement upon thirty (30) days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that CDSS deems necessary.

v2019 06 24
Page 21 of 24

Each amendment shall be properly identified as Agreement No., Amendment No. (A-1, A-2, A-3, etc.) to identify the applicable changes to this Agreement, and be effective upon execution by the parties.

XVII. TERM OF AGREEMENT

The term of this agreement shall begin upon signature and approval of CDSS.

XVIII. TERMINATION

- A. This Agreement shall terminate on **September 1, 2022**, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by CDSS and limited to no more than a six (6) month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the PII is destroyed or returned to CDSS.

XIX. TERMINATION FOR CAUSE

Upon CDSS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, CDSS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the violation within the time specified by CDSS. This Agreement may be terminated immediately by CDSS if the County Department/Agency has breached a material term and CDSS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all PII in accordance with Section VI, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is returned or destroyed and CDSS receives a certificate of destruction.

XX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on **September 1, 2019**.

For the County of _____

Department/Agency of _____,

(Signature)

(Date)

(Name – Print or Type)

(Title – Print or Type)

For the California Department of Social Services,

(Signature)

(Date)

(Name – Print or Type)

Chief, Contracts & Purchasing Bureau
(Title – Print or Type)

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from CDSS by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS (IEA-F and IEA-S)
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS)

DHCS 2019 MEDI-CAL PRIVACY AND SECURITY AGREEMENT



State of California—Health and Human Services Agency
Department of Health Care Services



June 21, 2019

To: ALL COUNTY WELFARE DIRECTORS Letter No: 19-16
ALL COUNTY ADMINISTRATION OFFICERS
ALL COUNTY PRIVACY AND SECURITY OFFICERS
ALL COUNTY MEDS LIAISONS
ALL COUNTY MED-CAL PROGRAM SPECIALISTS/LIAISONS

SUBJECT: 2019 Medi-Cal Privacy and Security Agreement (PSA)

The purpose of this letter is to notify counties of the 2019 Medi-Cal Privacy and Security Agreement (Agreement) and to provide counties with instructions for returning signed Agreements to the Department of Health Care Services (DHCS). This letter supersedes All County Welfare Directors Letter No. 16-09. The purpose of the Agreement between DHCS and each County Welfare Department (CWD) is to ensure the security and privacy of Medi-Cal Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), the Applicant Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to SSA-provided information, SSA requires that DHCS enter into individual agreements with the counties to safeguard this information. All 58 CWDs are required to sign the 2019 Agreement to ensure the continued transmission of PII between the counties and DHCS.

SUBMISSION GUIDELINES

The Agreement template is enclosed in this letter. CWDs should follow the instructions below when returning signed Agreements to DHCS. The CWD should not modify any of the Agreement language, except as instructed below.

- CWDs shall complete the Preamble of the Agreement by entering the name of the county and the county department/agency.
- CWDs shall complete Section XX of the Agreement by entering signatory information. The name and title of the signatory must be printed or typed.
- CWDs shall modify the Header of the Agreement in order to enter the appropriate Agreement Number. The enclosed Agreement displays a sample Agreement

Medi-Cal Eligibility Division
1501 Capitol Avenue, MS 4607
P.O. Box 997413, Sacramento, CA, 95899-7413
(916) 552-9430 phone • (916) 552-9477 fax
Internet Address: www.dhcs.ca.gov

All County Welfare Directors Letter No.: 19-16

Page 2

June 21, 2019

Number of "19-XX." CWDs should replace the "XX" with the appropriate two digit county code.

CWDs shall send DHCS two copies of the completed Agreements, both of which are to contain the original signature of the CWD authorized official. Note: copies of signatures or electronic signatures are NOT accepted. Once obtained, both of the Agreements will be signed by DHCS; however, only one of the Agreements will be returned to the respective CWD for their records. When sending Agreements to DHCS, CWDs shall include a contact name, contact telephone number, contact email address, and contact street address, which will be used when DHCS returns the signed Agreement(s) as well as, if needed, for communication purposes. CWDs may submit additional completed Agreements with a written request that DHCS return multiple copies to the CWD.

CWDs should ensure that DHCS receives the signed Agreements by August 26, 2019. CWDs should contact DHCS as soon as possible if unable to submit the signed Agreements by the due date.

Agreements should be sent to the following address:

Department of Health Care Services
Medi-Cal Eligibility Division
Program Review Branch
Compliance and Contracts Unit
PO Box 997417, MS 4607
Sacramento, CA 95899-7417

INCORPORATED EXHIBITS

To obtain copies of the following incorporated exhibits, authorized CWD individuals must submit requests via e-mail to DHCS PSA inbox at CountyPSA@dhcs.ca.gov.

Exhibit A

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), version 8.0 (December 2017)*

** The SSA updated their TSSR to version 8.0 in December 2017. Exhibit A of the 2019 PSA contains the current version (8.0) of the TSSR. DHCS does not expect this change to impact CWDs' compliance with the TSSR. If the CWDs identify any*

All County Welfare Directors Letter No.: 19-16

Page 3

June 21, 2019

compliance gaps, they should contact DHCS at CountyPSA@dhcs.ca.gov. DHCS will work with the county department/agency to document a corrective action plan.

Contents within Exhibit A are highly sensitive and confidential. All disclosures of Exhibit A shall be limited to the appropriate parties or individuals responsible for and involved in decision making for safeguarding of PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

Exhibit B:

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS

CWD'S AGENTS, SUBCONTRACTORS, AND VENDORS

As required by both the previous and the new Agreement, if CWDs allow agents, subcontractors, and vendors to access PII, they must enter into written agreements that will impose, at minimum, the same restrictions and conditions that apply to the CWD with respect to PII. If the agents, subcontractors, and vendors of CWDs access data provided to DHCS and/or CDSS by SSA or Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS), the CWDs shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. CWDs who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

In the event that you need to contact DHCS regarding any of the information in this letter or additional privacy and information security concerns, please submit inquiries via email to the PSA inbox at CountyPSA@dhcs.ca.gov.

Sincerely,

Original Signed by

Sandra Williams, Chief
Medi-Cal Eligibility Division

Enclosure

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - _____

MEDI-CAL PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Health Care Services and the

County of _____,

Department/Agency of _____.

PREAMBLE

The Department of Health Care Services (DHCS) and the

County of _____,

Department/Agency of _____

(County Department) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal, in that DHCS and the County Department/Agency access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the

County of _____,

Department/Agency of _____

workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. **"Medi-Cal PII"** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.
6. **"Secure Areas"** means any area where:
 - A. County Workers assist in the administration of Medi-Cal;
 - B. County Workers use or disclose Medi-Cal PII; or
 - C. Medi-Cal PII is stored in paper or electronic format.
7. **"SSA-provided or verified data (SSA data)"** means:
 - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
 - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to assist in the administration of the Medi-Cal program.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;
4. Retain training records for a period of three years after completion of the training.

B. *Employee Discipline.*

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

C. *Confidentiality Statement.* Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years, or five years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

1. General Use of Medi-Cal PII;
2. Security and Privacy Safeguards for Medi-Cal PII;
3. Unacceptable Use of Medi-Cal PII; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the county shall perform the following:

- A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program, and the use or disclosure of Medi-Cal PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section XI of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

- 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 County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal 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 County Department/Agency facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal 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 Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with Medi-Cal 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 Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

VI. TECHNICAL SECURITY CONTROLS

- A. ***Workstation/Laptop Encryption.*** All workstations and laptops, which use, store and/or process Medi-Cal PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. ***Server Security.*** Servers containing unencrypted Medi-Cal PII shall 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 Medi-Cal 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 Medi-Cal PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall 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 Medi-Cal PII, shall install and actively use an anti-virus software solution. Anti-virus 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 Medi-Cal PII, shall have critical security patches applied, with system reboot if necessary.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

2. There shall 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 shall be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within 7 days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

G. *User IDs and Password Controls.*

1. All users shall be issued a unique user name for accessing Medi-Cal PII.
2. Usernames shall be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee.
3. Passwords are not to be shared.
4. Passwords shall be at least eight characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.
9. Passwords shall be composed of characters from at least three of the four 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

H. *User Access.* In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

SSA data via Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

- I. **Data Destruction.** When no longer needed, all Medi-Cal PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to Medi-Cal PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** The systems providing access to Medi-Cal PII shall 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.
- L. **System Logging.**
 - 1. The systems that provide access to Medi-Cal PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal 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 of the audit trail.
 - 3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three years from the occurrence.
- M. **Access Controls.** The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

N. ***Transmission Encryption.***

1. All data transmissions of Medi-Cal PII outside of a secure internal network shall be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or 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 Medi-Cal PII can be encrypted.
3. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.

- O. ***Intrusion Prevention.*** All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

VII. AUDIT CONTROLS

A. ***System Security Review.***

1. The County Department/Agency shall ensure audit control mechanisms are in place.
2. All systems processing and/or storing Medi-Cal PII shall 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 Medi-Cal PII shall have a process or automated procedure in place to review system logs for unauthorized access.

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

- D. ***Anomalies.*** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. ***Emergency Mode Operation Plan.*** The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal 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 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. ***Data Centers.*** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, shall include environmental protection such as cooling; power; and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. ***Data Backup Plan.***
1. The County Department/Agency shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 3. The procedures shall include storing backups containing Medi-Cal PII offsite.
 4. The procedures shall ensure an inventory of backup media. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. ***Supervision of Data.*** Medi-Cal 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 County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.

- C. **Public Modes of Transportation.** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction.** Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. **Removal of Data.** Medi-Cal PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.
- G. **Faxing.**
 - 1. Faxes containing Medi-Cal 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 Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - _____

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. Initial Notice to DHCS:

The County Department/Agency shall notify DHCS, by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

1. If a suspected security incident involves Medi-Cal PII provided or verified by SSA, the County Department/Agency shall **immediately** notify DHCS upon discovery. *For more information on SSA data, please see the Definition section of this Agreement.*
2. If a suspected security incident does not involve Medi-Cal PII provided or verified by SSA, the County Department/Agency shall notify DHCS **within one working day** of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.

All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department/Agency shall take:

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
 2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. **Investigation and Investigative Report.** The County Department/Agency shall immediately investigate breaches and security incidents involving Medi-Cal PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS **within 72 hours of the discovery**. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.
- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a CAP that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.
- If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination
- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the County Department/Agency shall give the notice, subject to the following provisions:
1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications, as well as any costs associated with the breach.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

If there is any question as to whether DHCS or the County Department/Agency is responsible for the breach, DHCS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

2. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **60 calendar days** from discovery;
3. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without DHCS review and approval, secondary follow-up notifications may be required; and
4. DHCS may elect to assume responsibility for such notification from the County Department/Agency.

- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **DHCS Contact Information.** The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - _____

DHCS Breach and Security Incident Reporting
<p>Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Email: incidents@dhcs.ca.gov Telephone: (866) 866-0602 <i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

XI. DHCS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal PII incident or breach reporting.*

PSA Inquires and Questions
<p>Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417</p> <p>Email: countypsa@dhcs.ca.gov</p>

XII. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the County Departments/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS,

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - _____

DHCS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIV. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. If the County Department/Agency executed the HIPAA Amendment with DHCS, the HIPAA Amendment and Exhibit C will need to be incorporated when applicable. County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

XV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

Privacy Office and DHCS Information Security Office in writing, or to enter into a written CAP with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department/Agency of the privacy or security of Medi-Cal PII or of federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII or of state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XVII. AMENDMENT OF AGREEMENT

DHCS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department/Agency agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, DHCS may terminate this Agreement upon 30 days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVIII. TERMINATION

- A. This Agreement shall terminate on September 1, 2022, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by DHCS and limited to no more than a six (6) month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's

**ELECTRONIC INFORMATION EXCHANGE SECURITY REQUIREMENTS
AND PROCEDURES FOR STATE AND LOCAL AGENCIES
EXCHANGING ELECTRONIC INFORMATION WITH THE SSA (TSSR)**

**CONFIDENTIAL DOCUMENT – TO BE SENT VIA ENCRYPTED E-
MAIL**

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor will maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program will include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor

employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor will exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program will:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor will establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program will include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures will be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program will perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor will exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program will include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;

- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information will not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor will collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, State, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor will not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without

the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor will notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor will not disclose or publish any County NPI, and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor will acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor will notify the County within five calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor will notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor will not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor will require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor will supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor will have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor will obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor will not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information will be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security

patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor will return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor will (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor will provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor will return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor will destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards

and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor will: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups will be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor will implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor will record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor will ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor will:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of detection of the Incident. All notifications will be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Robert Rodgers
Departmental Information Security Officer
12851 Crossroads Parkway South
City of Industry, CA 91746

(562) 551-3487
robertrodgers@dpss.lacounty.gov

- b. Include the following Information in all notices:
- i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor will provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable

remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor will periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor will have a process for correcting control deficiencies that have been identified in the periodic audit, including follow-up documentation providing evidence of such corrections. The Contractor will provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor will promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section will be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor will complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor will bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor will cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all

reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor will secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor will secure and maintain cyber liability insurance coverage with limits of at least \$3 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor will add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to

individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor will ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security

Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.

- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

Malware Protection: The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable)	Board Policy 5.065	Check the Certification below that is applicable to your company. <input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Start Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBIT X IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE: