



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

**REQUEST FOR PROPOSALS
FOR
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES**

RFP CMD#21-01

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Prepared By
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Available on the Internet at
<http://doingbusiness.lacounty.gov/>

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APPENDICES:

- A Statement of Work:** Explains in detail the required services to be performed by the contractor.
- B Statement of Work Technical Exhibits:** Attachments which accompany the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
 - D-1 Proposer's Organization Questionnaire/Affidavit and CBE Information
 - D-2 Prospective Contractor References
 - D-3 Prospective Contractor List of Contracts
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 - D-5 Certification of No Conflict of Interest
 - D-6 Familiarity with the County Lobbyist Ordinance Certification
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 - D-9 Attestation of Willingness to Consider GAIN/GROW/REAS Participants
 - D-10 Contractor Employee Jury Service Program Certification Form and Application for Exception
 - D-11 Pricing Sheet

- D-12 Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
- D-13 (Intentionally Omitted)
- D-14 (Intentionally Omitted)
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- D-17 Zero Tolerance Policy on Human Trafficking Certification
- D-18 Compliance with Fair Chance Employment Hiring Practices Certification
- D-19 Five-Year Revenue Disclosure Summary
- D-20 Contractor's Certification of Office Locations

E Transmittal Form to Request a Solicitation Requirements Review: Transmittal sent to DPSS requesting a Solicitation Requirements Review.

F County of Los Angeles Policy on Doing Business with Small Business: County Policy

G Jury Service Ordinance: County Code

H Listing of Contractors Debarred in Los Angeles County: Contractors who are not allowed to contract with the County for a specific length of time.

I IRS Notice 1015: Provides information on Federal Earned Income Credit.

J-K Intentionally Omitted

L Determination of Contractor Non-Responsibility and Contractor Debarment

M Intentionally Omitted

N Background and Resources: California Charities Regulation: An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)

O Defaulted Property Tax Reduction Program: County Code

1.0 INTRODUCTION

- 1.1** The Los Angeles County (County) Department of Public Social Services (DPSS) is issuing this Request for Proposals (RFP) to solicit proposals from public or private non-profit organizations interested in operating the County's Refugee Employment and Acculturation Services (REAS) program throughout Los Angeles County.
- 1.2** Proposer must be have an office located in the County at the time of Contract award, and demonstrate the capability to provide services as described in Appendix A, Statement of Work (SOW). Only one proposer will be selected to provide services throughout the County.
- 1.3** The Contractor will assist refugees by providing culturally and linguistically sensitive employment and specialized service as further described in Section 2.0 of this RFP.

1.4 Background of Refugee Employment and Acculturation Services

- 1.4.1** The Refugee Act of 1980 created the Federal Refugee Resettlement Program to provide for the effective resettlement of refugees and to assist them to achieve economic self-sufficiency as quickly as possible after arrival in the United States. The Refugee Act made federal funding available to provide services to refugees residing in the United States five years or less and asylees at the point they are granted asylum. The County created the Refugee Employment Program (REP) to help refugees achieve economic self-sufficiency by attaining and maintaining employment in the United States. As the services provided to refugees under this program have expanded beyond those funded by Refugee Social Services (RSS) and Targeted Assistance (TA), in order to encompass all of the services provided under REP, the County contract is named REAS. As of October 2018, RSS and TA are merged and renamed as Refugee Support Services (RSS).

1.5 Availability of Funding

- 1.5.1** REAS is funded by the following:
- Refugee Support Services;
 - Trafficking and Crime Victims Assistance Program (TCVAP);
 - Services to Older Refugees (SOR);
 - Family Stabilization (FS); and
 - Single Allocation (SA) programs.

- 1.6** Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

2.0 PURPOSE-AGREEMENT FOR REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES

2.1 Purpose of the RFP

- 2.1.1 This RFP is designed to obtain proposals from qualified organizations (herein referred to as Proposers) who understand the unique needs of refugees and provide culturally and linguistically sensitive full-service Welfare-to Work (WtW) case management services, in an effort to meet the needs of the refugee population as described in Subsection 2.2—below. Only one proposal will be considered from each proposer. County of Los Angeles intends to award the contract to the top qualified proposer based on the evaluation process.

Proposers shall describe their plan to provide services throughout the County. The proposers shall be required to provide, **at a minimum**, one office 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.

Proposals shall describe innovative strategies to move eligible individuals into self-sustaining employment, upwardly mobile career paths, higher earning potential and ultimately, self-sufficiency; and describe the plan in addressing the various employment barriers, and the language and cultural needs of the participants.

2.2 Refugee Employment and Acculturation Services Program (REAS) Overview

- 2.2.1 The REAS program is designed to assist refugees to attain self-sufficiency by providing culturally and linguistically sensitive employment and specialized services (as defined in Appendix A, SOW) in an effort to assist them through the initial adjustment period following arrival into the United States.
- 2.2.2 Services under this program are available to refugees who are aided through the CalWORKs, Medical Assistance, CalFresh Assistance

Refugee Cash Assistance (RCA), or General Relief (GR) programs and to refugees who are non-aided refugees.

- 2.2.3 Services are also provided to refugees not aided through a public assistance program, as well as non-citizens who are victims of human trafficking, domestic violence, and other serious crimes in accordance with Senate Bill 1569 effective with All County Letter 06-60 dated December 21, 2006, which established the State-only RCA Program.
- 2.2.4 Refugees are eligible for REAS services for the first five years after entry into the United States. Acculturation services are an integral part of the refugee's adjustment in this country.
- 2.2.5 Services shall include activities that will engage the participants in a series of life skills workshops that enhance the initial acculturation services received within the first thirty days of arrival into this country and offered through the local Resettlement Agencies (RAs) which sponsor refugees from other countries.
- 2.2.6 The goal of REAS is to address the needs of refugees in a holistic manner. Services under REAS are designed to identify, determine and deliver assistance to individuals and families to ensure their needs are met, in relation to obtaining and retaining employment while becoming acclimated to their new environment. REAS services include cultural and linguistic sensitivities, employment related services; coordinated support services; and humanitarian and sociological activities to assess the refugee's work/education/life experiences in their country of origin.
- 2.2.7 Services include, but are not limited to:
 - 2.2.7.1 Orientation explaining Public Assistance requirements and expectations, Motivational techniques;
 - 2.2.7.2 Evaluation of work/study history;
 - 2.2.7.3 Referrals to employment/training activities;
 - 2.2.7.4 Referrals to Vocational Assessment;
 - 2.2.7.5 Services targeted to senior refugees;
 - 2.2.7.6 Intensive Case Management, as needed; and
 - 2.2.7.7 Coordination of supportive services and other specialized services.
- 2.2.8 Services under this program are better provided by staff with the knowledge of the social, political, and religious persecution issues

faced by the refugee population being served; who have the language capabilities to assist refugees in their own language and have roots within their own communities; and who have a knowledge base on issues such as human trafficking, political struggles and civil unrest in those countries from which refugees migrate.

2.2.8.1 The REAS program case manager needs to have experience in recognizing the emotional, psychological and social barriers that result from years of persecution and/or encampment. Case managers shall also have an awareness and understanding of cultural differences between ethnic groups to best determine the course of initial services and coordinate and provide required and appropriate support services that will ultimately help individuals and their families attain and maintain self-sufficiency.

2.2.8.2 Proposers must demonstrate proven case management skills, knowledge and experience in the delivery of services to the refugee population in the County, ability to readily hire staff possessing appropriate language skills and cultural awareness, and ability to place refugees in unsubsidized employment that leads to economic self-sufficiency.

2.3 Statement of Work

Contractor shall be expected to implement the requirements outlined in Appendix A, Statement of Work of this RFP.

2.4 Sample Agreement: County Terms and Conditions

Contractor shall be expected to implement the requirements outlined in Appendix C (Sample Contract) of this RFP.

2.4.1 Anticipated Contract Term

The contract term is anticipated to be for a period of three (3) years. The Contract is anticipated to commence on October 1, 2022, following Board of Supervisors' award. A transition period of 30 days will commence upon execution of the Contract, to allow the transfer of current cases to the new Contractor and to provide training to Contractor's staff. Direct case management services shall commence effective 30 days after execution of the Contract. Appendix C, Sample Contract, Section 4.0, provides additional information regarding the proposed term of the contract.

2.4.2 Contract Rates

- 2.4.2.1 The Contractor's rates shall remain firm and fixed for the term of the contract.
- 2.4.2.2 Proposals submitted in response to the RFP shall contain the rates for the Contract term. The Proposer's rates for REAS Case Management, Family Stabilization, and CalWORKs SB1041 shall remain firm and fixed for the three-year term of the Contract for performing the services. The Proposer's rates shall be set forth on the attached Pricing Sheet in Appendix D, Required Forms, Exhibit D-11, and the rate shall be fixed and guaranteed for the term of the Contract beginning on the day services commence.
- 2.4.2.3 For Services to Older Refugees (SOR), the County has established the Monthly Firm-Fixed Rate per participant at \$121, and will remain firm and fixed for the three-year term of the Contract for performing SOR services.
- 2.4.2.4 The County may re-negotiate the Contract rates; to be consistent with any County or State budget reductions should they occur.
 - 1. The rates shall be based on the estimated caseload demographics as set forth in Appendix B, Technical Exhibit B-23 and as outlined in Appendix A, Statement of Work, Paragraph 1.2.2, Caseload Projections hereunder. This is only an estimate of the caseloads. The actual caseloads may be above or below this estimate. These caseloads are subject to change and do not constitute a guarantee of any number of participants to be served throughout the County.
 - 2. The Contractor's rates shall be subject to performance deductions, as described in Appendix C, Sample Contract, Section 5.0 Contract Sum, Subsection 5.10, Performance Deductions.

2.4.3 Days of Operation

The Contractor shall be required to provide REAS services, Monday through Friday, from 8:00 A.M. to 5:00 P.M. The Contractor is not required to provide services on County-recognized holidays. The County's Contract Administrator will provide a list of the County holidays to the Contractor at the time the Contract is approved, and

annually, at the beginning of the Calendar Year or as soon as they are available.

2.4.4 Indemnification and Insurance

Contractor shall be required to comply with the provisions contained in Appendix C, Sample Contract, Subsection 8.23 (Indemnification). The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix C, Sample Contract, Subsection 8.23 and 8.24.

2.4.5 Health Insurance Portability and Accountability Act of 1996

Contractor shall 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 Appendix C, Sample Contract, Exhibit N (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA")) in.

3.0 PROPOSER'S MINIMUM QUALIFICATIONS

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A, Statement of Work of this RFP are invited to submit proposal(s), provided they meet all of the following minimum mandatory requirements by the proposal submission date:

Minimum Mandatory Requirements

- 3.1 Proposer must have a minimum of three years of experience out of the last 10 years providing case management services substantially similar to the services described in Appendix A, Statement of Work, of this RFP. The experience must be documented in Proposal, Subsection B.1.
- 3.2 Proposer must have a business office located within the County of Los Angeles, at the time of the contract award, with a responsible person to maintain all administrative records related to the proposed Contract and financial reports that are required herein. This information must be documented in the Proposal Subsection B.1.3 (see RFP Section 7.9.9.1.3).
- 3.3 Proposer must be a public or non-profit organization qualified to provide services in the State of California.

- 3.4 Proposer must attend the mandatory Proposer's Conference, as specified in this RFP, Section 7.0, Proposal Submission Requirements, Subsection 7.7, Proposer's Conference.
- 3.5 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Minimum Mandatory Requirements 3.1 through 3.5 above must be addressed and submitted with the submitted Proposal. Failure to meet these Minimum Mandatory Requirements will result in a rejection of a proposal as explained in RFP, Section 7.0, Proposal Submission Requirements, hereunder.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

- 4.1.1 The County is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

4.2 Final Contract Award by the Board of Supervisors

- 4.2.1 Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.3 County's Option to Reject Proposals

- 4.3.1 Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County shall not be liable for any costs incurred by the

proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.4 County's Right to Amend Request for Proposals

- 4.4.1 The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 Background and Security Investigations

- 4.5.1 Background and security investigations of contractor's staff shall be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract, as described in Appendix C, Sample Contract, Subsection 7.5, Background and Security Investigations. The cost of background checks is the responsibility of the contractor.
- 4.5.2 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined at the sole discretion of the County, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 4.5.3 If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the Contractor's staff be removed immediately from performing services under the Contract. The Contractor shall comply with the County's request at any time during the term of the Contract.

4.5.4 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

4.5.5 Disqualification of any member of the Contractor's staff pursuant to this Subsection 4.5 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

4.6 County's Quality Assurance Plan

4.6.1 After contract award, the County or its agent will monitor the contractor's performance under the contract on a periodic basis. Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance identified in Appendix A, Statement of Work. Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement and corrective action measures taken by the County and contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) DPSS receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and (3) DPSS releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when DPSS's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret", "Confidential", or "Proprietary".

5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.**

5.1.3 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 "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

5.2.1 All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed to:

Marla Pearson, Administrative Services Manager II
Department of Public Social Services
Contract Development Division, Section II
12900 Crossroads Parkway South, East Annex, 2nd Floor,
City of Industry, CA 91746-3411
REASRFP2021@dpss.lacounty.gov

If it is discovered that proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

5.3.1 All potential contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be

accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

Contractor must register using Commodity Code No. 95275. Commodity Code No. 95275 consists of: a) Code No. 952 assigned to Human Services; and b) Sub-Code No. 75 assigned to Refugee Assistance Services.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of the contract based on a proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless State or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

5.4.3.1 Review of Solicitation Requirements (reference Section 7.0 Proposal Submission Requirements, Subsection 7.4 Solicitation Requirements Review).

5.4.3.2 Review of Disqualified Proposal (reference Section 8.0 Selection Process and Evaluation Criteria, Subsection 8.3 Disqualification Review).

5.4.3.3 Review of Proposed Contractor Selection (reference Section 8.0 Selection Process and Evaluation Criteria, Subsection 8.7 Department's Proposed Contractor Selection Review).

5.5 Injury and Illness Prevention Program

5.5.1 Contractor shall be required to comply with the State of California's Occupational Safety and Health Administration's (Cal OSHA's) regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

5.6 Confidentiality and Independent Contractor Status

5.6.1 As appropriate, contractor shall be required to comply with Appendix C, Sample Contract, Subsection 7.6 (Confidentiality) and Subsection 8.22 (Independent Contractor Status).

5.7 Conflict of Interest

5.7.1 No County employee whose position in the County enables him/her to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Exhibit D-5, Certification of No Conflict of Interest.

5.8 Determination of Proposer Responsibility

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

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor

law violations which are the fault of the subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.

- 5.8.3 The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission 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.
- 5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, DPSS shall notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. DPSS shall provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for DPSS's recommendation.
- 5.8.5 If the proposer presents evidence in rebuttal to DPSS, DPSS shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1 The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a

contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit 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.

- 5.9.2 If there is evidence that the apparent highest ranked proposer may be subject to debarment, DPSS shall notify the proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The proposer and/or proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the proposer should be debarred, and, if so, the appropriate length of time of the debarment. The proposer and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.5 If a proposer has been debarred for a period longer than five (5) years, that proposer may, after the debarment has been in effect for at least five (5) 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 proposer 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.

- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the proposer has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.8 These terms shall also apply to proposed subcontractors of proposers on County contracts.
- 5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

- 5.10.1 Proposers shall: 1) fully comply with all applicable State and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (County Code Chapter 2.202).

5.11 Gratuities

- 5.11.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of the contract or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. A proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

5.11.2 Proposer Notification to County

A proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

5.11.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

5.12.1 The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full

compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit D-6, Familiarity with the County Lobbyist Ordinance Certification, found in Appendix D, Required Forms as part of their proposal.

5.13 Federal Earned Income Credit

- 5.13.1 The contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015).

5.14 Consideration of Greater Avenues of Independence (GAIN)/General Relief Opportunities for Work (GROW)/REAS Participants for Employment

- 5.14.1 As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring participants in the County's DPSS GAIN or GROW Programs or shall attest to a willingness to consider GAIN/GROW/REAS participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW/REAS participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed Appendix D, Required Forms, Exhibit D-9 (Attestation of Willingness to Consider GAIN/GROW/REAS Participants) along with their proposal.

5.15 Recycled Bond Paper

- 5.15.1 Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C, Sample Contract, Subsection 8.39, Recycled Bond Paper.

5.16 (Intentionally Omitted)

5.17 Jury Service Program

- 5.17.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G (Jury Service Ordinance) and Subsection 8.8 (Compliance with the County's Jury Service Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 5.17.2 The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) 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 deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means forty (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) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.
- 5.17.3 There are two (2) ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. The second is if the

contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 5.17.4 If a contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Appendix D, Required Forms, Exhibit D-10, (Contractor Employee Jury Service Program Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor’s application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

5.18 (Intentionally Omitted)

5.19 Notification to County of Pending Acquisitions-Mergers by Proposing Company

- 5.19.1 The proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer 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. This information shall be provided by the proposer in Exhibit D-1, (Proposer’s Organization Questionnaire/Affidavit and CBE Information) of Appendix D, Required Forms. Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit D-1 (Proposer’s Organization Questionnaire/Affidavit and CBE Information) during

the pendency of this RFP by providing a revised Exhibit D-1 (Proposer's Organization Questionnaire/ Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

- 5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix N, Background and Resources: California Charities Regulation. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Appendix D, Required Forms, Exhibit D-15 (Charitable Contributions Certification) in. A completed Exhibit D-15 (Charitable Contributions Certification) is a required part of any agreement with the County.
- 5.20.3 In Exhibit D-15 (Charitable Contributions Certification), prospective contractors certify either that:
 - 5.20.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
 - OR -
 - 5.20.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

- 5.20.4 Prospective County contractors that do not complete Exhibit D-15, (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

5.21 Defaulted Property Tax Reduction Program

- 5.21.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read Appendix O, Defaulted Tax Program Ordinance and the pertinent provisions in Appendix C, Sample Contract, Subsection 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.
- 5.21.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Appendix D, Required Forms, Exhibit D-16 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
- 5.21.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.22 Time Off for Voting

- 5.22.1 The contractor shall notify its employees, and shall 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 (10) days before every statewide election, every contractor and subcontractors shall 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.

5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

- 5.23.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Appendix D, Required Forms, Exhibit D-17 (Zero Tolerance Policy on Human Trafficking Certification) certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Appendix C, Sample Contract, Subsection 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

- 5.24.1 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 a contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.24.2 Upon contract award or at the request of the A-C and/or DPSS, the Contractor shall submit a direct deposit authorization request 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.
- 5.24.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.24.4 Upon contract award or at any time during the duration of the contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with DPSS, shall decide whether to approve exemption requests.

5.25 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit D-18 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D, Required Forms, certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

5.26 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 shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Subsection 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 6.2.2 A business which is certified as small by the federal Small Business Administration (SBA) or maintains an active registration as small in the System for Award Management (SAM) data base may qualify to request the LSBE Preference in a solicitation.
- 6.2.3 To apply for certification as a LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.4 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit D-7 (Request for Preference Program Consideration) in Appendix D, Required Forms, and submit a letter of certification from the DCBA with their proposal.
- 6.2.5 Information on the federal small business is available at the System for Award Management website at <https://www.sam.gov>

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.4 Social Enterprise (SE) Preference Program

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Paragraph 6.4.1.

6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit D-7, Request for Preference Program Consideration found in Appendix D, Required Forms and submit a letter of certification from the DCBA with their proposal.

6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.

- 3) A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA's inclusion policy that meets the criteria set forth by the agencies in Paragraph 6.5.1, 1 or 2 above.
- 6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit D-7, Request for Preference Program Consideration found in Appendix D, - Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
- 6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>

7.0 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Submission Information

Section 7.0 (Proposal Submission Requirements) contains key project dates and activities as well as instructions to proposers in how to prepare and submit their proposal.

7.2 Truth and Accuracy of Representations

- 7.2.1 False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the final proposal submission date.

7.3 RFP Timetable

7.3.1 The timetable for this RFP is as follows:

- Release of RFP on or about 08/23/2021
- Request for a Solicitation Requirements Review Due 09/07/2021
- Written Questions Due 09/07/2021
- Mandatory Webex Proposers' Conference 09/09/2021
- Questions and Answers Released on or about 09/30/2021
- **Proposals Due by 12:00 P.M. (local time) 11/02/2021**

Proposers are advised that updates, including addenda, will be posted at the following County contracting website:

<https://doingbusiness.lacounty.gov/>

and at the following DPSS Contracting Opportunities website at:

<http://dpss.lacounty.gov/wps/portal/dpss/main/business/contract-opportunities/>

7.4 Solicitation Requirements Review

7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review, to DPSS conducting the solicitation as described in Subsection 7.4 (Solicitation Requirements Review). A request for a Solicitation Requirements Review may be denied, in DPSS's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;

3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

The Solicitation Requirements Review shall be completed, and DPSS's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All hardcopy original requests for Solicitation Requirements Review shall be submitted only by mail or in person by 5:00 P.M. on or prior to the due date to:

Marla Pearson, Administrative Services Manager II
Department of Public Social Services
Contract Development Division, Section II
12900 Crossroads Parkway South – East Annex, 2nd Floor
City of Industry, CA 91746-3411

Facsimile (Fax) or electronic mail (email) copies will **not** be accepted. It is the sole responsibility of the Proposer to ensure that the Solicitation Requirements Review Transmittal Form, Appendix E, is timely received by DPSS.

7.5 Proposers' Questions

- 7.5.1 Proposers may submit written questions regarding this RFP by mail or e-mail to the individual identified below. All questions for consideration at the Proposer's Conference must be received by August 16, 2021 at 12:00 P.M. (Local Time). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.
- 7.5.2 When submitting questions, please specify the RFP section number, subsection number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the

question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

- 7.5.3 Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from proposer.

Questions should be addressed to:

Marla Pearson, Administrative Services Manager II
Department of Public Social Services
Contract Development Division, Section II
12900 Crossroads Parkway South, East Annex, 2nd Floor
City of Industry, CA 91746-3411
Email: REASRFP2021@dpss.lacounty.gov

- 7.5.4 Questions should include the following identifying statement in the subject line of the email:

**“Questions: RFP CMD #21-01 for
Refugee Employment and Acculturation Services ”**

- 7.5.5 After the Mandatory Proposers’ Conference, no further questions (verbal or written) will be accepted and no verbal answers provided. All written questions submitted by the deadline and all verbal questions received at the Mandatory Proposers’ Conference will be responded to in writing and posted on the County and DPSS websites. To ensure Proposers receive this information as quickly as possible, we invite interested proposers to visit the RFP’s direct website for updates as listed in Subsection 7.3.

7.6 (Intentionally Omitted)

7.7 Proposers’ Conference

- 7.7.1 A **Mandatory** Webex Proposers’ Conference will be held to discuss the RFP. County staff will respond to questions from potential proposers. All potential proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:’

Date: September 9, 2021

Time: 9:30 A.M.

Site: Virtual Conference Via Webex

Website:

<https://ladpss.webex.com/ladpss/onstage/g.php?MTID=e3e3997b80ebff9cb3b695fbec2b01388>

Please register via WebEx and you will receive an email to join the Webex meeting. Register at:

<https://ladpss.webex.com/ladpss/onstage/g.php?MTID=e3e3997b80ebff9cb3b695fbec2b01388>

- 7.7.2 A Proposers failure to attend the Mandatory Proposers' Conference on September 9, 2021 at 9:30 A.M., shall eliminate such Proposer(s) from further competing in the RFP process.
- 7.7.3 Interested agencies are strongly encouraged to review the RFP and Appendices, and begin preparation of their proposal prior to the Proposers Conference.
- 7.7.4 Agencies are strongly encouraged to have a copy of the RFP readily available during the Proposers' Conference. Copies of the RFP will not be provided at the Proposers Conference.

7.8 Preparation of the Proposal

- 7.8.1 Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal – each in a separate 3-ring binder. All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.
- 7.8.2 In preparing the written proposal, the Proposer should ensure that the proposal responds completely and thoroughly to all requirements set forth in this RFP. Proposal should adhere to the following format: Arial 12 pt. font; 1-inch margins; single spacing; and double-sided pages.
- 7.8.3 The objective of the proposal submission is for DPSS to ascertain the Proposer's ability to meet or exceed the required service level. In addition, specific information is requested from

all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner.

7.8.4 Only information that is contained in the written proposal will be evaluated. Proposals must adhere to the specified page limits. The County may, in its sole discretion, disregard any pages over the limits.

7.8.5 The original proposal must be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy 1 of 5," "Copy 2 of 5," etc., as appropriate. The Proposal shall be written in English and all numerical data furnished are in foot, pound, and second system of units of measurement.

7.8.6 Additionally, Proposer shall electronically submit their proposals containing files in PDF format, and shall be labeled and submitted for each Proposal as follows:

7.8.6.1 Business Proposal

7.8.6.2 Cost Proposal

7.8.7 Proposers shall observe the requirements set forth in this Section 7.0, Proposal Submission Requirements, in the preparation of their proposal and shall agree to provide the County with any additional information necessary for an accurate determination of the prospective Contractor(s)' qualifications to perform the required services.

7.8.8 The response to this RFP must be made according to the specifications for content and sequence set forth in Subsection 7.9 (Business Proposal Format) and Subsection 7.10 (Cost Proposal Format), herein. **Failure to adhere to these specifications may be cause for rejection of the proposal. No correction or re-submission shall be accepted after the proposal deadline. The County reserves the right to waive any informality in a submitted proposal.** Everything constituting the Proposal and all documents submitted in connection with the Contract shall be written in the English language, and all numerical data furnished herein shall use the foot, pound, and second system of units of measurement.

7.9 Business Proposal Format

IMPORTANT: Proposals must be submitted in the format described below, as to both content and sequence. Failure to comply with these

provisions may, at the discretion of the DPSS Director or his/her designee, result in disqualification of the proposal.

7.9.1 The content and sequence of the proposal must be as follows:

7.9.1.1 Proposer's Organization Questionnaire-Affidavit and CBE Information and Required Support Documents for Corporations and Limited Liability Companies

7.9.1.2 Cover Page

7.9.1.3 Transmittal Letter

7.9.1.4 Table of Contents

7.9.1.5 Executive Summary (Section A)

7.9.1.6 Proposer's Qualifications (Section B)

- B.1: Proposer's Background and Experience
- B.2: Proposer's References
- B.3: Proposer's Financial Capability
- B.4: Proposer's Pending Litigation and Judgements
- B.5: Willingness to Provide Other Information

7.9.1.7 Proposer's Approach to Provide Required Services (Section C)

- C.1: Approach to the Statement of Work
- C.2: Plan to Serve Multi-Lingual Refugee Population.
- C.3: Plan to Meet Program Standards and Performance Outcome Measures
- C.4: Plan for Working with the Community
- C.5: Customer Service Plan
- C.6: Confidentiality
- C.7: Reporting and Record Keeping
- C.8: Facilities/Equipment
- C.9: Contractor's Transition Plans

7.9.1.8 Proposal Staffing Plan (Section D)

- D.1: Qualifications of Staff
- D.2: Organizational Structure in Providing Services
- D.3: Multi-Lingual, Culturally Sensitive Staff
- D.4: Training of New Staff and Ongoing Training for Existing Staff
- a. D.5: Work Stoppage

7.9.1.9 Proposer's Quality Control Plan (Section E)

7.9.1.10 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Section F)

7.9.1.11 Business Proposal Required Forms (Section G)

7.9.1.12 Last Page of Proposal (Section H)

7.9.2 **Proposer's Organization Questionnaire/Affidavit and Required Support Documentation**

The proposer shall complete, sign and date Exhibit D-1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D, Required Forms. **The person signing the form must be authorized to sign on behalf of the proposer and to bind the applicant in a Contract.**

Taking into account the structure of the proposer's organization, proposer shall determine which of the below referenced supporting documents the County requires. If the proposer's organization does not fit into one of these categories, upon receipt of the proposal or at some later time, the County may, in its discretion, request additional documentation regarding the proposer's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of proposal submission, proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

7.9.3 **Required Support Documents:**

Corporations or Limited Liability Company (LLC)

The proposer must submit the following documentation with the proposal:

- 1) A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- 2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

7.9.4 Limited Partnership

The proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

7.9.5 Cover Page

The cover page shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, RFP Number, proposal submission date, and the Proposer’s name. It must also identify the proposal as “Original”, or “Copy 1 of 5,” “Copy 2 of 5,” etc. as appropriate.

7.9.6 Transmittal Letter

The transmittal letter must be a one (1) page letter on the Proposer’s stationery, transmitting the proposal. The transmittal letter must include the firm’s name, address, telephone number and email address of the person(s) to be used for contact, and the name of the person(s) authorized to make representations for the firm and an e-mail address for said person(s). **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a contract.** The letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined in Appendix A, Statement of Work. The transmittal letter should also state that the proposal will remain in effect for one year (365 days) from the due date of proposal submission.

7.9.7 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by

section, subsection, paragraph, and subparagraph reference numbers.

7.9.8 Executive Summary (Proposal Section A) – Limit to two (2) pages

Condense and highlight the contents of the proposer's Business Proposal to provide DPSS with a broad understanding of the proposer's approach, qualifications, experience, and staffing.

Proposer should place special emphasis on how its proposed scope of work and approach will meet or exceed the primary objectives of this RFP. Information contained in the Executive Summary must also be included in the body of the proposal.

7.9.9 Proposer's Qualifications (Proposal Section B)

Demonstrate that the proposer's organization has the experience and financial capability to perform the required services. Must show that the Proposer meets the Mandatory Minimum Requirements outlined in the RFP. The Proposer must provide a detailed summary of relevant background information to ensure that it has the capability to perform required services and sufficient experience as a corporation or other entity. Proposer should include its experience working with other community-based organizations.

The following sections must be included:

7.9.9.1 Proposer's Background and Experience (Proposal Section B.1) – Limit to ten (10) Pages

Provide a summary of relevant background information to demonstrate that the proposer meets or exceeds the minimum requirement(s) stated in Section 3.0 (Proposer's Minimum Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity. (Any minimum requirements listed in Section 3.0 (Proposer's Minimum Qualifications) may also be listed in Paragraph 7.9.9 (Proposer's Qualification, Section B).

1. State the number of years of experience the Proposer has had in providing the required services or substantially similar services. Proposer must explain how reported experience is substantially similar to the

service requested in this RFP. (Proposal Section B.1.1)

2. Provide an explanation of required or substantially similar experience of **principal individuals** (e.g. executive management staff and contract managers), working under this Contract, in the Proposer's organization. This experience must apply solely to the **principal individuals** and not for the firm making this proposal. (Proposal Section B.1.2)
3. Provide the business office location within Los Angeles County, at the time of the contract award, that will have a responsible person to maintain all administrative records related to the Proposed Contract and financial reports that are required herein. The location of the office must meet the requirements outlined in RFP Section 3.0, Subsection 3.2, Minimum Mandatory Requirements. (Proposal Section B.1.3)
4. Provide details of your agency's knowledge of the Refugee populations in Los Angeles County and the working relationship and mutual support your agency has within each community. Include a description of how your agency addresses the following factors:
 - a. Ethnic and cultural demographics
 - b. Available resources for social services, educational or job training
 - c. Economic status for potential growth, major employers or industries
 - d. Available employment opportunities and challenges, e.g., accessible transportation, new industries and businesses, pending business closures, lay-offs, etc.

7.9.9.2 **Proposer's References (Proposal Section B.2)**

The information provided to the County pursuant to RFP subparagraph 7.9.9.2 below may be used to contact past contracting agencies in order to assess Proposer's performance history.

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title, phone

number and email address for each reference is accurate. The County will be contacting references by email and provided with an electronic survey in order to assess the Proposer's performance history. The same references may be listed on both Exhibit D-2 (Prospective Contractor References) and Exhibit D-3 (Prospective Contractor List of Contracts) in Appendix D, Required Forms.

1. The County may disqualify a proposer as non-responsive and/or non-responsible if:
 - a) references fail to substantiate proposer's description of the services provided; or
 - b) references fail to substantiate proposer's minimum number of years of experience required under this RFP; or
 - c) references fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or
 - d) DPSS is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact of normal working hours.
2. The proposer must complete and include the following Required Forms (Appendix D):
 - a) Exhibit D-2 (Prospective Contractor References) in Appendix D, Required Forms. Proposer must provide **five (5) references** where the same or similar scope of services was provided. If the Proposer has or has had any contract with DPSS within the last five (5) years, the Proposer must list at least one of those contracts as a reference. County may deduct points and/or deem it a failure to meet minimum requirements. (Proposal Section B.2.1)

For these references:

1. Do not include current or past members of the agency's governing Board or staff.

2. Do not include any members of the County of Los Angeles Board of Supervisors or their staff.

- b) Exhibit D-3 (Prospective Contractor List of Contracts) in Appendix D, Required Forms. The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary. The list should include all agreements that qualify the Proposer to meet the minimum number of years of experience under this RFP. Failure to provide this information may result in point deductions and/or a determination of non-responsiveness.

Proposer must provide a brief description and a list of all current and previous contracts the Proposer has had within the last three years with the County Los Angeles. Amendments and extensions to contract are considered the same as the primary contract and should not be listed separately. This list should include all agreements that qualify the Proposers to meet the minimum number of years of experience required under this RFP and may include duplicate references already reported in Exhibit D-2, Prospective Contractor References, Appendix D, Required Forms. Failure to provide this information may result in point deductions and/or in a determination of non-responsiveness. Proposer must complete Exhibit D-3, Prospective Contractor List of Contract Format, Appendix D, Required Forms, (Proposal Section B.2.2).

- c) Exhibit D-4 (Prospective Contractor List of Terminated Contracts) in Appendix D, Required Forms. Listing must include contracts terminated within the past **three (3) years** with a reason for termination. If qualifying experience was gained in a terminated Contract, please repeat the Contract on this list. Failure to provide this information may result in point deductions and/or a determination of non-responsiveness. (Proposal Section B.2.3)

- d) Failure or Refusal to Complete a Contract
Proposer must provide details of any failure or refusal to complete a contract. Accordingly, Proposers are asked to provide back-up information, as deemed necessary. (Proposal Section B.2.4).
- e) Other Information
Disclose any other issue, finding or pending investigation, including any information of public record (e.g., governmental report, news report, contract monitoring report, program audit reports, etc.) that raises questions as to the Proposer's ability to enter into a contract with the County or otherwise question the Proposer's ability to perform satisfactorily under this proposed contract. The County at its own judgment may deduct points for negative findings. Proposer may include supporting documentation should it contest a report's findings/statements. Failure to provide this information may result in point deductions and/or a determination of non-responsiveness. (Proposal Section B.2.5)

7.9.9.3 Proposer's Financial Capability (Section B.3)

Proposer must provide adequate documentation on the financial status of the firm to ensure that the firm will continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements. If it is discovered that Proposer fails to meet this requirement, as verified by a Certified Public Accountant or County Auditor, County, in its sole determination, may disqualify their proposal from further consideration. This includes, but is not limited, to the following:

- 1) Provide copies of the company's most current (2020) and prior two (2) fiscal years (for example 2019 and 2018) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that

depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

- 2) List any potential commitments that may impact assets, lines of credit, guarantor letters, etc., and that may affect the Proposer's ability to perform the contract.

7.9.9.4 Proposer's Pending Litigation and Judgments (Proposal Section B.4)

Identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years, **including but not limited to, other companies, corporations, organizations or persons (related parties) related to the Proposer, its principals by blood, marriage, or through legal organization (corporation, partnership, association, etc.) that will be considered affiliated for the purposes of this RFP. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or Federal agencies.** Provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer.

7.9.9.5 Willingness to Provide Other Information (Proposal Section B.5)

Proposer must provide a statement as to its willingness to provide the County with any other information the County determines is necessary for an accurate determination of the prospective Proposer's qualifications to perform service.

7.9.10 Proposer's Approach to Provide Required Services (Proposal Section C)

Present a description of the methodology the proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the intent of the Statement of Work. The following Section must include:

7.9.10.1. **Approach to the Statement of Work (Proposal Section C.1) – Limit to ten (10) pages.** The Proposer shall describe its proposed plan for the provision of REAS services. Describe the Proposer's understanding of the scope of services and how the operational goals included in Appendix A, Statement of Work, will be met. In addition, explain how the Performance Standards included in Appendix A, Statement of Work, Subsection 9.3, the Performance Requirements Summary (PRS) Chart and Appendix B, Technical Exhibits B-20 and B-21, will be met. Specifically, Proposer shall, at a minimum, explain their understanding of the following and its general plan of approach in addressing the County's needs:

1. The proposed plan for operating the CalWORKs, RCA, GR, CalFresh or non-aided Refugees Program flow. (See Appendix A, Statement of Work, Section 6.0)
2. The proposed plan to providing REAS services (See Appendix A, Statement of Work, Section 6.0)
3. The proposed plan to providing in Family Stabilization services (See Appendix A, Statement of Work, Section 6.0)
4. The proposed plan to providing SB 1041 (CalWORKs) services. (See Appendix A, Statement of Work, Section 6.0)
5. The proposed plan to providing Services to Older Refugees (SOR) services. (See Appendix A, Statement of Work, Section 9.0)
6. The proposed plan for administering resources to overcome barriers to employment.
7. The proposed plan for meeting general administrative tasks associated with operating the

Refugee Employment and Acculturation Services program.

7.9.10.2 Plan to Serve Multi-Lingual Refugee Population (Proposal Section C.2) – Limit to Three (3) Pages

The Proposer shall describe how it plans to provide linguistically and culturally sensitive services to all participants, and address the community concerns that community partners may raise related to this population. The plan must be mindful of Civil Rights requirements, as well as the specific employment services, specialized supportive services, and other supportive services such as transportation and ancillary services related to the refugee population. Proposers shall describe the challenges it expects in serving the multi-lingual speaking participants in the County of Los Angeles and provide how it plans on meeting these challenges.

Proposer shall describe their plans and define timeframe needed to readily adjust and accommodate changes in the event a new language group enters the County.

7.9.10.3 Plan to Meet Program Standards and Performance Outcome Measures (Proposal Section C.3) – Limit to Three (3) Pages

Provide specific methods and strategies in maximizing job placements, assisting participants in overcoming barriers to employment, providing quality case management and overall promoting self-sufficiency. At minimum, Proposer should explain how it would monitor and meet the Program Standards and Performance Outcome Measures. (See Appendix A, Statement of Work, Section 11.0, Performance Outcome Measures and Appendix B, Technical Exhibits, B-20 & B-21).

7.9.10.4 Plan for Working Within the Community (Proposal Section C.4) – Limit to Three (3) Pages

The Proposer shall describe how it will outreach and link with community agencies to provide employment services for the current refugee population in the County of Los Angeles it is bidding on. (See Appendix A, Statement of Work, Subsection 8.0).

7.9.10.5 Customer Service Plan (Proposal Section C.5) – Limit to Three (3) Pages

The Proposer shall describe its plan for addressing customer concerns and complaints regarding its provision of services and the performance of its employees. (See Appendix C, Sample Contract, Subsection 8.5, Complaints.)

7.9.10.6 Confidentiality (Proposal Section C.6) - Limit to One (1) Page

The Proposer shall describe its plan for maintaining the confidentiality of welfare case record information that will be revealed during the course of providing the required services. (See Appendix A, Sample Contract, Subsection 7.6, Confidentiality.)

7.9.10.7 Reporting and Record Keeping (Proposal Section C.7) – Limit to One (1) Page

The Proposer shall describe how it will maintain and make accessible case records of individual activity, financial activity, and contract monitoring. (See Appendix A, Statement of Work, Subsection 3.36, Reporting and Record Keeping and Appendix C, Sample Contract, Subsection 8.38, Record Retention and Inspection-Audit Settlement.)

7.9.10.8 Facilities/Equipment (Proposal Section C.8) – Limit to Two (2) Pages

The Proposer shall provide a comprehensive list of equipment currently owned that will be used in the performance of the Contract. (See Appendix A, Statement of Work, Section 3.0, Contractor Responsibilities).

7.9.10.9 Contractor's Transition Plans (Proposal Section C.9) – Limit to Three (3) Pages

The Proposer must provide two comprehensive transition plans as follows:

1. The first plan must explain the Proposer's specific implementation plans, including but not limited to, plans for assumption of services from the predecessor, to ensure high quality services effective with the first day of operation. The implementation plan shall include, but not be limited to, staff recruitment, any acquisitions deemed appropriate by the Proposer and any non-County provided training.
2. The second plan must explain how services will be transitioned to another Contractor when the Contract ends. This plan must include a statement of cooperation should a transition to a new provider be necessary.

**7.9.10.10 Proposer's Green Initiatives Proposal Section C.10)
– Limit to One (1) page**

Present a description of proposed plan for complying with the green requirements as described in Section 10.0 of Appendix A, Statement of Work. Describe your company's current environmental policies and practices and those proposed to be implemented.

7.9.11 Proposer's Staffing Plan (Proposal Section D)

Proposer must submit a staffing plan that is comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Contractor must submit written justification for the use of part-time staff.

The Proposer must provide a detailed staffing plan that will ensure full compliance with the Contract's requirements and the Proposer's stated methodology of providing employment services. The plan must be supported by and consistent with the Proposer's Budgeted Costs (See Appendix D, Required Forms, Exhibit D-13 and Exhibit D-14, and in RFP Subsection 7.10, Cost Proposal Format). In submitting a proposal, Proposers are asked to specifically address the manner in which they will ensure staffing needs are met for delivery of service as prescribed in the Appendix A, Statement of Work.

**7.9.11.1 Qualifications of Staff (Proposal Section D.1) –
Limit to Fifteen (15) Pages including resumes.**

1. The Proposer must identify and provide a resume for the **Contract Manager** who will be responsible for addressing staffing required service changes and monitoring this Contract. The Contract Manager will act as a liaison with DPSS and will be responsible for the overall management and coordination of this Contract. The Contract Manager's resume and all resumes noted below will include, at minimum, the following:
 - a. The current position and years with the firm.
 - b. The academic background, covering all education at the high school level and above, including the name of the institution(s) and dates of attendance.
 - c. The experience background, including the number of years of experience, position titles, and functions, while gaining experience in the provision of services to be delivered under the Contract.
 - d. The current business licenses, certifications or permits of personnel who will manage the Case Management Operations.
 - e. Three relevant client references, including the contact person's name, current telephone and facsimile numbers, and email.
2. Proposer must have, by proposal submission due date, a Contract Manager with either:
 - a. 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 RFP, OR
 - b. 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 RFP. The required

experience and job specifications for the Contract Manager must be documented in the Proposal Section D.1 (see RFP Section 7.9.11.A.1).

3. If the Contract Manager is not yet hired, the Proposer must include with its proposal the complete job specifications for this position, including but not limited to the required number of years' experience in the area of case management services, the minimum educational background, if any, and minimum management experience, if any. (Proposal Section D.1.1)
4. Similarly, the Proposer is to provide a resume for the required **Back-Up Contract Manager** who will assume the Contract Manager's responsibilities in his/her absence. Include resumes with, at minimum, the criteria listed in this RFP Paragraph 7.9.11.A.1 above.
5. If not yet hired, the Proposer must include with its proposal the complete job specifications for this position, including, but not limited to, the required number of years of experience in the area of case management services, the minimum educational background, if any and minimum management experience, if any. (Proposal Section D.1.2)
6. Proposer's Management Staff Qualifications

The Proposer must include a list of main management personnel who will be assigned in a management capacity on any part of this project, how each will be utilized in the management of the required services. Include resumes with, at minimum, the criteria listed in RFP Paragraph 7.9.11, above. (Proposal Section D.1.3)

7. Proposer's Non-Management Staff Qualifications

The Proposer must include a complete list of all staff (by job classification/functional title, not by name); explain how the staff will be utilized to provide employment services.

Provide detailed job specifications for all positions. These positions include case managers, job developers, specialized supportive services workers, Family Stabilization workers, case manager supervisors, clerical support, other required positions (Appendix C, Sample Contract, Paragraph 7.9.3) and any other administrative support personnel. (Proposal Section D.1.4).

Proposers may elect to have staff assume multiple assignments (e.g., Job Developer/Specialized Supportive Services Worker, except when there is a conflict of interest (e.g., supervision of Refugee Case Manager (RCM)'s own caseload).

However, Proposers are cautioned that unless satisfactory justification is provided, the County's Evaluation Panel may not rate such an arrangement as feasible.

7.9.11.2. Organizational Structure in Providing Services (Proposal Section D.2) – Limit to Two (2) Pages

The Proposer must explain the organizational structure proposed in the Proposer's plan. This structure should include a narrative explaining how it arrived at the structure, including what ratios were used in determining the number of supervisors to case managers, clerical support to line operation staff, administrative support to line operation staff, and any other applicable staffing ratios. Proposers are to include the caseload yardstick used to determine how many case managers were justified based on the estimated caseload and workflow provided in this RFP, Appendix B, Technical Exhibits, B-23 and B-24.

7.9.11.3 Multi-lingual, Culturally Sensitive Staff (Proposal Section D.3) – Limit to Three (3) Pages

The Proposer shall describe its plan to provide competent multi-lingual, culturally sensitive staff who will communicate with and conduct case management services for all multi-lingual speaking participants. The Proposer must include the process and time frame needed through which it will readily recruit qualified multi-lingual staff, and a description of how it will certify

bilingual and multi-lingual speakers. It shall also describe its methodology in determining the number of multi-lingual staff it will require to serve the County.

7.9.11.4 Training of New Staff and Ongoing Training for Existing Staff (Proposal Section D.4) – Limit to Two (2) Pages

The Proposer shall describe how it will ensure training of new staff and provide ongoing staff training for: compliance with Title VI of the Civil Rights Act provisions describing effective meaningful, non-discriminatory services to Welfare-to-Work (WtW) participants; provision of CalWORKs Specialized Supportive Services, American with Disability Act (ADA) Title II; Child Abuse reporting; Elder Abuse reporting; and overall Contract provisions. The Proposers' training plan shall describe what Contractor training it will provide and how it plans to reinforce County-provided trainings. (See Appendix C, Sample Contract, Subsection 8.7, Compliance with Civil Rights Laws; and Subsection 9.2 Child/Elder Abuse/Fraud Reporting).

7.9.11.5 Work Stoppage (Proposal Section D.5) – Limit to One (1) Page

The Proposer shall describe its plan for providing qualified trained personnel, to ensure there will be no interruptions in providing services in the event the Contractor incurs a work stoppage.

7.9.12 Proposer's Quality Control Plan (Proposal Section E) - Limit to ten (10) pages

Present a comprehensive Quality Control Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A, Statement of Work, including methods for identifying and preventing deficiencies in the quality of services specified in Appendix B, Technical Exhibits B-20 and B-21 . Specifically, the following factors must be included in the plan:

7.9.12.1 Activities to be monitored to ensure compliance with all contract requirements;

- 7.9.12.2 Activities to ensure compliance with service delivery requirements;
- 7.9.12.3 Monitoring methods to be used;
- 7.9.12.4 Frequency of monitoring;
- 7.9.12.5 Samples of forms to be used in monitoring;
- 7.9.12.6 Title/level and qualifications of personnel performing monitoring functions; and
- 7.9.12.7 Documentation methods of all monitoring results, including any corrective action taken.

7.9.13 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Proposal Section F)

7.9.13.1 It is the duty of every proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

7.9.13.2 Section F of proposer's response must include:

1. A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C, Sample Contract.
2. A statement offering the proposer's acceptance of or exceptions to all requirements listed in Appendix A (Statement of Work) and Appendix B (Statement of Work, Technical Exhibits); and

For each exception, the proposer shall provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and

3. A description of the impact, if any, to the proposer's price.

7.9.13.3 Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County may deduct rating points for any proposal that takes exception to a Contract clause, as described in this section.

The County reserves the right to determine if proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.9.14 Business Proposal Required Forms (Section G)

Proposal shall include all completed, signed, and dated forms identified in Appendix D (Required Forms).

Exhibit D-1	Proposer's Organization Questionnaire/Affidavit and CBE Information
Exhibit D-2	Prospective Contractor Reference
Exhibit D-3	Prospective Contractor List of Contracts
Exhibit D-4	Prospective Contractor List of Terminated Contracts
Exhibit D-5	Certification of No Conflict of Interest
Exhibit D-6	Familiarity with the County Lobbyist Ordinance Certification
Exhibit D-7	Request for Preference Program Consideration
Exhibit D-8	Proposer's EEO Certification
Exhibit D-9	Attestation of Willingness to Consider GAIN/GROW/REAS Participants

Exhibit D-10	Contractor Employee Jury Service Program Certification Form and Application for Exception
Exhibit D-11-12	(Pricing Sheet and Certification of Independent Price Determination and Acknowledgement of RFP Restrictions)
Exhibit D-15	Charitable Contribution Certification
Exhibit D-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit D-17	Zero Tolerance Policy on Human Trafficking
Exhibit D-18	Compliance with Fair Chance Employment Hiring Practices Certification
Exhibit D-19	Five-Year Revenue Disclosure Summary
Exhibit D-20	Contractors Certification of Office Locations

7.9.15 (Intentionally Omitted)

7.9.16 Last Page of Business Proposal (Section H)

The last page of the Business Proposal shall list names of all joint ventures, partners, Subcontractors, or others having any right or interest in the Contract, or the proceeds thereof. The page must include the signature and following information of the person authorized to bind Proposer in a Contract, as shown below:

Respectfully submitted,
(Firm or Corporate Name)

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Address: _____

City: _____

Telephone: _____

7.10 Cost Proposal Format

- 7.10.1 Proposals must be submitted in the format described below, both as to sequence and content. Failure to comply with these provisions may, at the sole discretion of the director of DPSS, result in disqualification of the proposal.
- 7.10.2 Cost Proposals are to be separated from the Business Proposal and sealed in an envelope, box, or other secured method. Sealed Cost Proposals may be included in the same box as the Business Proposals.
- 7.10.3 Cost Proposals must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the Contract. Therefore, the Proposer should strive to meet these objectives. Although the County has as its primary objective the successful placement of REAS Participants into unsubsidized, sustained employment with the ultimate goal of self-sufficiency, it is also an objective to engage in cost-effective endeavors to achieve potential savings.
- 7.10.4 Bid prices must be firm and fixed for the term of the Contract. Proposers shall use the format found in Appendix D, Required Forms, Exhibit D-11, Required Pricing Sheet, Exhibit D-13, Budget Sheets and Budget Narrative, and Exhibit D-14, Employee Monthly Benefits Sheet. Separate Budget Sheets, Form D-13 shall be submitted for REAS Case Management Services, Family Stabilization, and CalWORKs SB1041. Budgets for SOR will be submitted prior to Contract execution by the proposer who is awarded the Contract.
- 7.10.5 The content and sequence of the proposal must be as follows:

7.10.5.1 Cover Page

The cover may be hard or soft and shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, RFP Number, proposal submission date, and the Proposer's name. It must also be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy 1 of 5," "Copy 2 of 5," etc., as appropriate.

7.10.5.2 Exhibit D-11 (Pricing Sheet) in Appendix D (Required Forms)

The Required Bid Sheet can be found in Appendix D, Required Forms, Exhibit D-11.

7.10.5.3 Exhibit D-12 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) in Appendix D (Required Forms)

The Certification of Independent Price Determination and Acknowledgement of RFP Restrictions sheet can be found in Appendix D, Required Form, Exhibit D-12. The Certification of Independent Price Determination sheet must be completed and submitted in this section of the Cost Proposal.

7.11 Firm Offer-Withdrawal of Proposal

- 7.11.1 Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

7.12 Proposal Submission

- 7.12.1 The original Business Proposal and five (5) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

"BUSINESS PROPOSAL FOR REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES RFP CMD #21-01

The original Cost Proposal and five (5) copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

"COST PROPOSAL FOR REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES RFP CMD #21-01

The submission of proposals for consideration shall be contingent upon attendance to the Proposers' Conference.

The electronic copies of the proposals, as outlined in Paragraph 7.8.6 of this RFP must be uploaded via the secure link provided by the County to attendees of the Proposers' Conference. The link will be provided after the Proposers' Conference by email.

The hard copies of the proposal(s) shall be delivered to:

County of Los Angeles
Department of Public Social Services
12900 Crossroads Parkway South, East
Annex, 2nd Floor, City of Industry, CA 91746
Attention: Malra Perason, Administrative Services Manager II

It is the sole responsibility of the submitting proposer to ensure that both the hard copy and the electronic copy of the proposal are **received** before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Subsection 7.3 (RFP Timetable), will not be accepted and shall be returned to the sender unopened. Timely hand-delivered proposals are acceptable. For hand-delivered Proposals a delivery transmittal will be issued as proof of submission. No facsimile (fax) copies will be accepted.

All proposals shall be firm offers. The last date and time proposals will be accepted is Tuesday, November 2, 2021, at 12:00 P.M. (Local Time). **No proposals will be accepted after this date and time.**

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

8.1.1 The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on November 2, 2021.

Evaluation of the proposals will be made by an Evaluation Committee selected by DPSS. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective contractor has been selected, the County and the prospective contractor(s) will negotiate a contract for submission to

the Board of Supervisors for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the County.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective contractor.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8.2 Adherence to Minimum Requirements (Pass-Fail)

8.2.1 County shall review Exhibit D-1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms) and all pertinent documents to determine if the proposer meets the minimum requirements as outlined in Section 3.0 (Proposer's Minimum Qualifications) of this RFP.

Failure of the proposer to comply with the minimum requirements may, at County's sole discretion, eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.3 Disqualification Review

8.3.1 A proposal may be disqualified from consideration because DPSS determined it was non-responsive at any time during the review/evaluation process. If DPSS determines that a proposal is disqualified due to non-responsiveness, DPSS shall notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DPSS's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a proposer;

2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that DPSS's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 5.8 (Determination of Proposer Responsibility).

8.4 Business Proposal Evaluation and Criteria (75%)

8.4.1 Any reviews conducted during the evaluation of the proposal may result in a point reduction. Proposals will receive a composite score and be ranked in numerical sequence from high to low.

8.4.1.1 The Evaluation Panel(s) may utilize the services of appropriate experts to assist in this evaluation.

8.4.1.2 The Evaluation Panel(s) may also, at its option, request additional clarifications from Proposers and/or invite Proposers being evaluated to make a verbal presentation to the Evaluation Panel and/or conduct on-site visits to Proposer's existing operations, if appropriate.

8.4.2 Proposer's Qualifications (15%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Subparagraph 7.9.9.1 (**Proposer's Background and Experience** [Subsection B.1] of the proposal).

Proposer will be evaluated on the verification of references provided in Subparagraph 7.9.9.2 (**Proposer's References** [Subsection B.2] of the proposal). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points

awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to evaluate the proposer's financial capability as provided in Subparagraph 7.9.9.3 (**Proposer's Financial Capability** [Subsection B.3] of the proposal).

A review will be conducted to determine the significance of any litigation or judgments pending against the proposer as provided in Subparagraph 7.9.9.4 (Section B.4) of the proposal.

8.4.3 **Proposer's Approach to Providing Required Services (35%)**

The proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Paragraph 7.9.10 (Proposer's Approach to Provide Required Services [Section C] of the proposal).

8.4.4 **Proposer's Staffing Plan (15%)**

Evaluation of the Proposer's staffing plan based on information provided by the Proposer in Proposal Section D.

8.4.5 **Quality Control Plan (10%)**

The proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Paragraph 7.9.12 (Proposer's Quality Control Plan [Section E]) of the proposal.

8.4.6 **Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work**

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C (Sample Contract) and the Requirements outlined in Appendix A (Statement of Work), as stated in Paragraph 7.9.14 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to [Proposal Section F]) of this RFP. The County may deduct rating points or disqualify the proposal in its entirety if

the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any proposer with whom the County cannot satisfactorily negotiate a contract.

8.5 Cost Proposal Evaluation Criteria (25%)

The maximum number of possible points will be awarded to the lowest cost proposal as determined by the sum of the Monthly Firm-Fixed Fee for REAS Case Management, Family Stabilization and CalWORKs SB1041. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.6 (Intentionally Omitted)

8.7 Department's Proposed Contractor Selection Review

8.7.1 Departmental Debriefing Process

Upon completion of the evaluation, DPSS shall notify the remaining proposers in writing that DPSS's is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the DPSS's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The requesting proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers shall not be discussed, although DPSS may inform the requesting proposer of its relative ranking.

During or following the Debriefing, DPSS will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify DPSS of its intent to request a Proposed Contractor Selection Review (see Paragraph 8.7.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph 8.7.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by DPSS.

A request for a Proposed Contractor Selection Review may, in DPSS's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by DPSS);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. DPSS materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

- b. DPSS made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for DPSS's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, DPSS representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 8.8 (County Independent Review Process) below.

8.8 County Independent Review Process

- 8.8.1 Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by DPSS in DPSS's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by DPSS); and
- 2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 8.7.2 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to DPSS, which will provide a copy to the proposer.

APPENDIX A

STATEMENT OF WORK

REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES

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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 empower people through knowledge and information. 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 shall provide all aspects of case management services to all Refugee Employment and Acculturation Services (REAS) participants throughout the County as described in this Statement of Work (SOW). Employment and employment retention activities and services are to be provided to mandatory and voluntary refugee participants who engage in Welfare-to-Work activities.

- 1.1.1 Contractor shall 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. Contractor must facilitate job placement and retention services, which will lead to the participant attaining self-sufficiency. Contractor must have a clear understanding of each community's cultural need in reaching self-sufficiency. In working with participants, the Contractor shall motivate and mentor the participant and family, assess their needs, refer the participant to resources, and coordinate the participant's efforts in meeting their Refugee Employment Program (REP), California Work Opportunities and Responsibilities to Kids (CalWORKs), and Refugee Cash Assistance (RCA) requirements. This SOW provides information of the required services the Contractor is expected to provide through established partnerships and collaborative relationships.
- 1.1.2 All provisions of the REAS program must be executed according to State/County rules and regulations, and federal guidelines and standards. In operating this service/program, 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, General Relief (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 5.1). Said services must be offered by the refugee community, community-based organizations (CBOs), civic and faith-based organizations (FBOs).

- 1.1.5 Contractor shall 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 shall meet or exceed the State mandated minimum wage.
- 1.1.6 Contractor shall provide an environment that is clean and businesslike, yet positive and motivational for participants. 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). Contractor must be able to work with all participants in a group or individually. 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 is required to interact professionally with County staff, other County Contractors, community colleges, and all community partners.
- 1.1.8 The REAS program 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 United States (U.S.) with the goal of attaining self-sufficiency. 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. 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 a year or educational programs that do not lead to employment within a 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 County Issuance Approval (CIA) process.

Contractor is required to inform participants about the availability of subsidized child care services during Appraisal interviews, Welfare-to-Work (WTW) Plan signing/amendments and all other points of contact. Contractor shall ensure that the participants complete and sign the appropriate child care form(s) to indicate that child care is either needed or declined, and ensure staff generates child care requests timely/same day in California Statewide Automated Welfare System (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 contract 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 1000 cases.

1.2.3 Caseload Characteristics

The caseload population is comprised of recently arrived refugees, asylees, Cuban/Haitian entrants, Iraqi/Afghan Special Immigrant Visa holders, Amerasians, and victims of human trafficking, domestic violence and other serious crimes in need of employment and training services to help them adjust to the US workforce and culture. The caseload includes participants who are eligible for CalWORKs, RCA, GR, and/or participants who are former CalWORKs recipients, RCA or Non-Aided recipients. 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

The current caseload consists of the following participants:

<u>Participants by Aid Type</u>	<u>REAS Caseload Percentage</u>
CalWORKs	75.5%
RCA	24%
Former-RCA	0.5%
Former-CalWORKs	0%

1.2.5 Caseload by Language Spoken

The service population primarily consists of non-English/ non-Spanish (NE/NS) speakers. Seventy-seven percent (77%) 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>
Armenian	28%
English	23%
Farsi	16.5%
Arabic	6%
Spanish	17%
Other	2%
Russian	7%
Mandarin	0.5%

1.2.6 Participant Barriers

The population consists of refugees from various ethnic backgrounds, originating from over 37 countries. 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, 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 child care;
- 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 shall service all of Los Angeles County.

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

1.3.3 Service offices shall 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 shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of service throughout the term of this Contract.
- 1.4.2 The QCP which is subject to approval or rejection by County shall be submitted to the County Contract Administrator (CCA) on the Contract start date, with revisions submitted as changes occur. Revisions will be due within ten (10) business days of CCA's request.
- 1.4.3 The QCP shall include, but not be limited to, the following:
 - 1.4.3.1 Method for assuring that professional staff rendering services under this Contract have the necessary college degrees/licenses, language proficiency, and qualifying experience.
 - 1.4.3.2 Method and frequency of monitoring to ensure that Contract 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 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 Contract.
 - 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/Former-RCA/Non-aided participant complaints;
- 1.4.3.10.4 CWs/RCA/Former-RCA/Non-aided participant surveys;
- 1.4.3.10.5 Information, reports or data that may be provided by 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 FF), and Civil Rights Complaint Investigation Process, (See Appendix C, Sample Contract Exhibits, Exhibit FF), 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 shall issue VPN access to be used on equipment provided by Contractor and each subcontractor (if applicable) at Contractor or County sites. Upon termination of this Contract or at County's request, County shall 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 County when a user is no longer working under the Contract, or will be on extended leave, within three (3) 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” shall be defined as 30 days or more.

2.2.3 Any expired VPN access must be reported immediately to the DPSS help desk at (562) 345-9955. County will reactivate VPN access upon completion and submission of a new County of Los Angeles Downey Data Center Registration form to County’s CCA.

2.2.4 The County of Los Angeles is transitioning to a telephonic and electronic signature system. Upon the implementation of a telephonic and electronic signature system, DPSS shall provide the necessary equipment, software and training to Contractor staff. DPSS shall 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.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 Personnel

Contractor shall 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 Contract.

County may screen Contractor’s employees, current and prospective employees, to ensure that any employee receiving public assistance has met his/her reporting responsibility to 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 his/her 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 shall:

3.1.1 Remove any Contractor employee performing services under this Contract from the workplace within 24 hours when reasonably requested to do so by the County.

3.1.2 Replace removed employee(s) within 20 business days from date given by County. Beginning on the 21st workday, a comprehensive corrective action plan, fiscal penalty, or termination at the

convenience of 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. County, at its sole discretion may provide 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 Contract.
- 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 an email from the CCA.
- 3.1.7 Assign a sufficient number of employees to perform the required work. At least one employee on-site shall be authorized to act on behalf of Contractor in every detail related to this contract and must speak and understand English.
- 3.1.8 Contractor shall 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 shall 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 shall furnish the following equipment and supplies:

- 3.2.1 Contractor shall furnish office computers, scanners, furniture, telephones, headsets, and all supplies necessary to perform the services required by this SOW and adhere to all requirements of the Contract, except as set forth in Section 2.2, above

3.2.2 Standard Technical Requirements

- 3.2.2.1 For scanning to CalSAWS Imaging Solution, Contractor shall at the minimum provide the following:

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

3.2.2.2 Minimum Computer Requirements:

- a) Computer Processor – Intel core I5 Processor or higher (6mb, 3.2ghz);
- b) Memory – 4GB of RAM or higher;
- c) Hard disk – Internal 250GB SATA 6.0gb/S and 8mb Data Burst Cache equivalent or bigger drivers;
- d) Display – 1024 x768 screen resolution or higher; and
- e) Network Interface Card – Integrated Network Interface Card or 802,11ac 2.4/5 GHz wireless adaptor or higher

3.2.2.3 Operation System & Software Requirements:

- a) Operating System – Windows 7 (64Bit) SP1 or higher;
- 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 (.dat) files update;
- d) Pulse Secure Host Client – Latest version of SSLVPN;
- e) Browser – Internet Explorer 11 or equivalent;
- 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

3.2.2.4 Minimum internet bandwidth at 10 Mbps or higher for download/upload, including scanned documents. Bandwidth must be increased accordingly based on the system access needs and number of concurrent users at each site.

3.2.2.5 Contractor shall comply with the Telephonic and Electronic Signature system at no additional cost.

3.2.3 Contractor shall 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 shall provide a minimum of thirty (30) days prior written notice to CCA with justification for the move for County approval.

3.2.5 Contractor shall obtain required program forms via the DPSS Forms Library or CalSAWS Template Repository page. Contractor shall

order those forms not available through the DPSS Forms Library from the CCA.

3.3 Privacy and Confidentiality with PII

The County and Contractor agree to review and comply with applicable privacy and security requirements [Appendix C, Sample Contract Exhibits, Exhibit II, CDSS 2019 Privacy and Security Agreement; Appendix C, Sample Contract Exhibits, Exhibit JJ, DHCS 2019 Medi-Cal Privacy and Security Agreement; and Appendix C, Sample Contract Exhibits, Exhibit KK, 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 Leader Replacement System (LRS)/California Statewide Automated Welfare System (CalSAWS), Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS), Applicant Income, Eligibility Verification System (IEVS), and Personally Identifiable Information (PII) data that is covered by these agreements and accessed or provided through DPSS.

- 3.3.1 Contractor Staff 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 Staff shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- 3.3.2 Contractor Staff 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 Staff shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- 3.3.3 Pursuant to this Agreement, Contractor Staff may only use Medi-Cal PII or PII to assist in administering their respective programs.
- 3.3.4 Access to Medi-Cal PII or PII shall be restricted to Contractor Staff who need to perform their official duties to assist in the administration

of their respective programs.

- 3.3.5 Contractor Staff who access, disclose or use Medi-Cal PII or 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.

3.4 Personnel Controls

Contractor agrees to advise employees who have access to Medi-Cal PII or 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 Contractor shall implement the following personnel controls:

3.4.1 Employee Training

Train and use reasonable measures to ensure compliance with the requirements of this Agreement by Staff, including, but not limited to:

- 3.4.1.1 Provide initial privacy and security awareness training to each new employee within 30 days of employment;
- 3.4.1.2 Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all employees.
- 3.4.1.3 Maintain records indicating each employee's name and the date on which the privacy and security awareness training was completed and;
- 3.4.1.4 Retain training records for a period of five years after termination of the contract.

3.4.2 Employee Discipline

- 3.4.2.1 Provide documented sanction policies and procedures for Contractor employees who fail to comply with privacy policies and procedures or any provisions of these requirements.
- 3.4.2.2 Sanction policies and procedures shall include termination of employment when appropriate.

3.4.3 Confidentiality Statement

- 3.4.3.1 Ensure that all employees sign a confidentiality statement. The statement shall be signed by employees prior to accessing Medi-Cal PII or PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of five (5) years after the termination of the contract 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 Appendix C, Sample Contract Exhibits, Exhibit KK.
- 3.4.3.2 The statement shall include, at a minimum, a description of the following:
 - a) General Use of Medi-Cal PII or PII;
 - b) Security and Privacy Safeguards for Medi-Cal PII or PII;
 - c) Unacceptable Use of Medi-Cal PII or PII; and
 - d) Enforcement Policies.

3.4.4 Background Screening

- 3.4.4.1 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.
- 3.4.4.2 Contractor shall retain each employee's background screening documentation for a period of three (3) years following conclusion of employment relationship or five (5) years following termination of the contract, whichever is later.

3.5 Management Oversight and Monitoring

To ensure compliance with the privacy and security safeguards in this Agreement the Contractor shall perform the following:

- 3.5.1 Conduct periodic privacy and security reviews of work activity by employees, 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 or PII.

- 3.5.2 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 Medi-Cal PII or PII.

3.6 Information Security and Privacy Staffing

Contractor agrees to:

- 3.6.1 Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- 3.6.2 Provide County with applicable contact information for these designated individuals by emailing the County Contract Administrator (CCA) at ElbaSalazar@dpss.lacounty.gov. Any changes to this information should be reported to CCA within ten (10) days.
- 3.6.3 Assign Staff to be responsible for administration and monitoring of all security related controls stated in this Agreement.

3.7 Physical Security

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

- 3.7.1 Secure all areas of the Contractor facilities where employees assist in the administration of their program and use, disclose, or store Medi-Cal PII or PII.
- 3.7.2 These areas shall be restricted to only allow access to authorized individuals by using a photo identification badge.
- 3.7.3 Require employees to wear badges where Medi-Cal PII or PII is used, disclosed, or stored.
- 3.7.4 Ensure each physical location, where Medi-Cal PII or 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.

- 3.7.5 Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII or PII is used, disclosed, or stored. Video surveillance systems are recommended.
- 3.7.6 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 or PII have perimeter security and physical access controls that limit access to only authorized employees. Visitors to the data center area shall be escorted at all times by authorized employees.
- 3.7.7 Store paper records with Medi-Cal PII or 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 Contractor and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII or PII be locked up when unattended at any time, not just within multi-use facilities.
- 3.7.8 Contractor shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the employee can transport Medi-Cal PII or PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its employee to leave records unattended in vehicles shall include provisions in its policies to ensure that the Medi-Cal PII or 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 or PII be left unattended in a vehicle overnight or for other extended periods of time.
- 3.7.9 Contractor shall have policies that indicate employee are not to leave records with Medi-Cal PII or 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.
- 3.7.10 Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

3.8 Security for Computer Data System Equipment

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

- 3.8.1 The Contractor may request access to the County Virtual Private Network (VPN) to access County designated and approved DPSS

system data screens by submitting a request through the established procedure set by DPSS.

- 3.8.2 Contractor must provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN.
- 3.8.3 Contractor shall 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 shall 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.
- 3.8.4 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 revoked.
- 3.8.5 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.

3.8.6 Data Encryption

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

3.8.7 Stored Data

Contractor's and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard (drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS)140-2; (b) National Institute of Standards and Technology (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.

3.8.8 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.

3.8.9 Certification

County must receive within ten (10) business days of the effective date of this Contract or upon request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set for above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate, and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of the Subparagraph 3.3.5 (Data Encryption) shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

3.9 Technical Security Controls

3.9.1 Workstation/Laptop Encryption

All workstations and laptops, which use, store and/or process Medi-Cal PII or 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 a full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

3.9.2 Server Security

Servers containing unencrypted Medi-Cal PII or 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.

3.9.3 Minimum Necessary

Only the minimum necessary amount of Medi-Cal PII or PII required to perform required business functions may be accessed, copied, downloaded, or exported.

3.9.4 Mobile Device and Removable Media

All electronic files, which contain Medi-Cal PII or 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.

3.9.5 Antivirus Software

All workstations, laptops and other systems, which process and/or store Medi-Cal PII or PII, shall install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

3.9.6 Patch Management

3.9.6.1 All workstations, laptops and other systems, which process and/or store Medi-Cal PII or PII, shall have critical security patches applied, with system reboot if necessary.

3.9.6.2 There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

3.9.6.3 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 seven (7) days.

3.9.6.4 Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

3.9.7 User IDs and Password Controls

- 3.9.7.1 All users shall be issued a unique user name for accessing Medi-Cal PII or PII.
- 3.9.7.2 Username shall be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee. Note: 24 hours is defined as one (1) working day.
- 3.9.7.3 Passwords are not to be shared.
- 3.9.7.4 Passwords shall be at least eight (8) characters.
- 3.9.7.5 Passwords shall be a non-dictionary word.
- 3.9.7.6 Passwords shall not be stored in readable format on the computer or server.
- 3.9.7.7 Passwords shall be changed every 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.
- 3.9.7.8 Passwords shall be changed if revealed or compromised.
- 3.9.7.9 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.)

3.9.8 User Access

In conjunction with CDSS and DHCS, Contractor management should exercise control and oversight over the authorization of individual user access to SSA data via MEDS or IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.

3.9.9 Data Destruction

When no longer needed, all Medi-Cal PII or PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII or PII cannot be retrieved.

3.9.10 System Timeout

The systems providing access to Medi-Cal PII or PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

3.9.11 Warning Banners

The systems providing access to Medi-Cal PII or PII shall display a warning banner stating, at a minimum:

- a) Data is confidential;
- b) Systems are logged;
- c) System use is for business purposes only, by authorized users; and
- d) Users shall log off the system immediately if they do not agree with these requirements.

3.9.12 System Logging

3.9.12.1 The systems that provide access to Medi-Cal PII or PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII or PII, or alters Medi-Cal PII or PII.

3.9.12.2 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.

3.9.12.3 If Medi-Cal PII or PII is stored in a database, database logging functionality shall be enabled.

3.9.12.4 Audit trail data shall be archived for at least three (3) years from the occurrence.

3.9.13 Access Controls

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

3.9.14 Transmission Encryption

- 3.9.14.1 All data transmissions of Medi-Cal PII or 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 AES or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used.
- 3.9.14.2 Encryption can be end to end at the network level, or the data files containing Medi-Cal PII or PII can be encrypted.
- 3.9.14.3 This requirement pertains to any type of Medi-Cal PII or PII in motion such as website access, file transfer, and email.

3.9.15 Intrusion Prevention

All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII or PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

3.10 Audit Controls

3.10.1 System Security Review

- 3.10.1.1 The Contractor shall ensure audit control mechanisms are in place.
- 3.10.1.2 All systems processing and/or storing Medi-Cal PII or 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.
- 3.10.1.3 Reviews should include vulnerability scanning tools.

3.10.2 Log Reviews

All systems processing and/or storing Medi-Cal PII or PII shall have a process or automated procedure in place to review system logs for unauthorized access.

3.10.3 Change Control

All systems processing and/or storing Medi-Cal PII or PII shall have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

3.10.4 Anomalies

When the Contractor or County suspects MEDS usage anomalies, the Contractor shall work with County to investigate the anomalies and report conclusions of such investigations and remediation to CDSS/DHCS.

3.11 Business Continuity / Disaster Recovery Controls

3.11.1 Emergency Mode Operation Plan

Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII or 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 Contractor conduct periodic disaster recovery testing, including connectivity exercises conducted with County, if requested.

3.11.2 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 or 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.

3.11.3 Data Backup and Recovery Plan

3.11.3.1 Contractor shall have established documented procedures to backup Medi-Cal PII or PII to maintain retrievable exact copies of Medi-Cal PII or PII.

- 3.11.3.2 The documented backup procedures shall contain a schedule which includes incremental and full backups.
- 3.11.3.3 The procedures shall include storing backups containing Medi-Cal PII or PII offsite.
- 3.11.3.4 The procedures shall ensure an inventory of backup media.
- 3.11.3.5 Contractor shall have established documented procedures to recover Medi-Cal or PII data.
- 3.11.3.6 The documented recovery procedures shall include an estimate of the amount of time needed to restore the Medi-Cal or PII data.
- 3.11.3.7 It is recommended that the Contractor periodically test the data recovery process.

3.12 Paper Document Controls

3.12.1 Supervision of Data

Medi-Cal PII or 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.

3.12.2 Data in Vehicles

Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Staff can transport Medi-Cal PII or PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its Staff to leave records unattended in vehicles, shall include provisions in its policies to provide that the Medi-Cal PII or 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 or PII to be left unattended in a vehicle overnight or for other extended periods of time.

3.12.3 Public Modes of Transportation

Medi-Cal PII or 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.

3.12.4 Escorting Visitors

Visitors to areas where Medi-Cal PII or PII is contained shall be escorted, and Medi-Cal PII or PII shall be kept out of sight while visitors are in the area.

3.12.5 Confidential Destruction

Medi-Cal PII or PII shall be disposed of through confidential means, such as cross-cut shredding or pulverizing.

3.12.6 Removal of Data

Medi-Cal PII or PII shall not be removed from the premises of Contractor except for justifiable/identified routine business purposes or with express written permission of County.

3.12.7 Faxing

3.12.7.1 Faxes containing Medi-Cal PII or PII shall not be left unattended and fax machines shall be in secure areas.

3.12.7.2 Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.

3.12.7.3 Fax numbers shall be verified with the intended recipient before sending the fax.

3.12.8 Mailing

3.12.8.1 Mailings containing Medi-Cal PII or PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.

3.12.8.2 Mailings that include five hundred (500) or more individually identifiable records containing Medi-Cal PII or PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from County to use another method.

3.13 Notification and Investigation Of Breaches And Security Incidents

Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

3.13.1 Initial Notice to County:

3.13.1.1 Contractor shall provide initial notice to County, 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 PII or potential loss of Medi-Cal PII or PII. County is acting on behalf of CDSS/DHCS for purposes of receiving reports of privacy and information security incidents and breaches. Contractor agrees to perform the following incident reporting to DHCS:

- a) If a suspected security incident involves Medi-Cal PII or PII provided or verified by SSA, the Contractor shall immediately notify County upon discovery. For more information on SSA data, please see the Definition section of this Agreement.
- b) If a suspected security incident does not involve Medi-Cal PII or PII provided or verified by SSA, the Contractor shall notify DHCS within one working day of discovery.

3.13.1.2 If it is unclear if the security incident involves SSA data, the Contractor shall immediately report the incident upon discovery.

3.13.1.3 Contractor shall notify County 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.

3.13.1.4 Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The Contractor 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/Page>

s/CountiesOnly.aspx. All PIRs and supporting documentation are to be submitted to County via email using the “DHCS Breach and Security Incidents Reporting” contact information found below in Subparagraph 3.13.6.

3.13.1.5 A breach shall be treated as discovered by the Contractor 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 Contractor.

3.13.1.6 Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or PII, the Contractor shall take:

a) Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and

b) Any action pertaining to such occurrence required by applicable federal and State laws and regulations.

3.13.2 Investigation and Investigative Report

Contractor shall immediately investigate breaches and security incidents involving Medi-Cal PII or PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to County 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.

3.13.3 Complete Report

3.13.3.1 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.

- 3.13.3.2 If DHCS requests additional information related to the incident, the Contractor shall make reasonable efforts to provide County with such information. If necessary, Contractor 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

3.13.4 Notification of Individuals

When applicable State or federal law requires notification to individuals of a breach or unauthorized disclosure of their Medi-Cal PII or PII, the Contractor shall give the notice, subject to the following provisions:

- 3.13.4.1 If the cause of the breach is attributable to the Contractor or its subcontractors, agents or vendors, the Contractor 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 County/CDSS/DHCS, County/CDSS/DHCS 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 County/CDSS/DHCS or the Contractor is responsible for the breach, County/CDSS/DHCS and the Contractor shall jointly determine responsibility for purposes of allocating the costs;
- 3.13.4.2 All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII or 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;

3.13.4.3 The CDSS Information Security and Privacy Bureau or 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 CDSS/DHCS review and approval, secondary follow-up notifications may be required; and

3.13.4.4 CDSS/DHCS may elect to assume responsibility for such notification from the Contractor.

3.13.5 Responsibility for Reporting of Breaches when Required by State or Federal Law If the cause of a breach of Medi-Cal PII or PII is attributable to the Contractor or its agents, subcontractors or vendors, the Contractor is responsible for all required reporting of the breach. If the cause of the breach is attributable to County, County 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, County and the Contractor 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.

3.13.6 County Contact Information

Contractor shall 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 shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

DPSS Department Information Security Officer	DPSS County Contract Administrator
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<p>Department of Public Social Services Bureau of Contract and Technical Services 12860 Crossroads Parkway South City of Industry, CA 91746-3411</p> <p>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 CMD.</i></p>	<p>Department of Public Social Services Bureau of Administrative Services Contract Management Division 12900 Crossroads Parkway South, East Annex, 2nd Floor City of Industry, CA 91746-3411</p> <p>Email: ElbaSalazar@dpss.lacounty.gov Telephone: (562) 908-3044</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>
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3.14 Compliance With SSA Agreement

- 3.14.1 Contractor 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/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 and available upon request.
- 3.14.2 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 or PII.
- 3.14.2 If SSA changes the terms of its agreement(s) with County/CDSS/DHCS, County/CDSS/DHCS 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 30 days, County/CDSS/DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate.
- 3.14.3 After the 30-day period, CDSS/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, County will supply copies of the changed agreement to the CWDA and the Contractor, along with the compliance date expected by SSA. If the Contractor is not able to meet the SSA compliance date, it shall

submit a CAP to County for review and approval at least 30 days prior to the SSA compliance date. Any potential Contractor resource issues may be discussed with County/CDSS/DHCS through a collaborative process in developing their CAP.

3.15 Compliance With Department of Homeland Security Agreement

- 3.15.1 Contractor 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/DHCS, which is hereby incorporated into this Agreement 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 or PII.
- 3.15.2 If DHS-USCIS changes the terms of its agreement(s) with CDSS/DHCS, CDSS/DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the CDSS/DHCS proposed target date for compliance. For a period of 30 days, CDSS/DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30-day period, CDSS/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, CDSS/DHCS will supply copies of the changed agreement to the CWDA and the Contractor, along with the compliance date expected by DHS-USCIS. If the Contractor is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to CDSS/DHCS for review and approval at least 30 days prior to the DHS-USCIS compliance date. Any potential Contractor resource issues may be discussed with CDSS/DHCS through a collaborative process in developing their CAP.

3.16 Contractor's/Agency's Agents, Subcontractors, and Vendors

Contractor agrees to enter into written agreements with all agents, subcontractors and vendors that have access to Contractor Medi-Cal PII or PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the Contractor with respect to Medi-Cal PII or PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII or PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII or PII, and, where relevant, (3) the requirement that

any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or PII be reported to the Contractor. If the agents, subcontractors, and vendors of Contractor access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the Contractor shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

3.17 Assessments And Reviews

To enforce this Agreement and ensure compliance with its provisions and Exhibits, the Contractor agrees to assist County (on behalf of CDSS and DHCS) in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from County. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the County in writing, or to enter into a written CAP, subject to approval by County containing deadlines for achieving compliance with specific provisions of this Agreement.

3.18 Assistance In Litigation Or Administrative Proceedings

In the event of litigation or administrative proceedings involving County/CDSS/DHCS based upon claimed violations by the Contractor of the privacy or security of Medi-Cal PII or PII or of federal or state laws or agreements concerning privacy or security of Medi-Cal PII or PII, the Contractor shall make all reasonable effort to make itself and Contractor Staff assisting in the administration of their program and using or disclosing Medi-Cal PII or PII available to County/CDSS/DHCS at no cost to County/CDSS/DHCS to testify as witnesses. County/CDSS/DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the Contractor at no cost to the Contractor to testify as witnesses, in the event of litigation or administrative proceedings involving the Contractor based upon claimed violations by County/CDSS/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.

3.19 Amendment of Agreement

County and the Contractor 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 provide for procedures to ensure compliance with such developments. Upon request by County, the Contractor agrees to promptly enter into negotiations with County 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, County may terminate this Agreement upon thirty (30) days written notice if the Contractor 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 County deems necessary.

3.20 Survival

All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII or PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII or PII in the Contractor's possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the Medi-Cal PII or PII is destroyed or returned to County.

3.21 Termination for Cause

Upon County knowledge of a material breach or violation of this Agreement by the Contractor, County may provide an opportunity for the Contractor to cure the breach or end the violation and may terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by County. This Agreement may be terminated immediately by County if the Contractor has breached a material term and County determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the Contractor shall return or destroy all Medi-Cal PII or PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the Medi-Cal PII or PII shall remain in effect until all Medi-Cal PII or PII is returned or destroyed and County receives a certificate of destruction.

3.22 Materials

Contractor shall post Equal Employment Opportunity (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

3.23 Training

- 3.23.1 Contractor shall provide training in all aspects of services provided in this Contract to all contracted staff working under this contract.
- 3.23.2 Contractor shall provide training on reporting child abuse/elder abuse and other subject matters identified by County for all Contractor staff performing work under this Contract. Contractor shall utilize County provided written material and/or videos when available.
- 3.23.3 Contractor is required to attend a mandatory Civil Rights biennial training. County will arrange for instructor-led or online training sessions that will require proof of attendance.
- 3.23.4 County may provide cultural awareness and sensitivity training, and materials to Contractor. If the County provides such training, Contractor shall ensure that trainings are mandatory for all staff paid under this Contract, including the directors/coordinators of the CalWORKs program. Trainings are optional for other employees and student workers.
- 3.23.5 Contractor shall ensure all Contractor staff attend mandatory County trainings at any location within the County.
- 3.23.6 County may add mandatory trainings for all Contractor staff as deemed necessary by the County.

3.24 Civil Rights Complaints and Procedures

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

- 3.24.1 Ensure public contact staff working under this Contract attend a mandatory Civil Rights training, as provided or arranged by County, and provide reports to the CCA verifying attendance of such.
- 3.24.2 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.
- 3.24.3 Maintain a record of all Civil Rights materials provided by County and ensure all participants are provided with the Civil Rights materials.

3.24.4 Develop and operate procedures for receiving, forwarding, and responding to Civil Rights complaints as follows:

- 3.24.4.1 Provide and assist participants with completing a Civil Rights Complaint of Discriminatory Treatment (PA 607), Appendix C, Sample Contract Exhibits, Exhibit FF, in the participant's primary language.
- 3.24.4.2 Maintain a log of Civil Rights complaints.
- 3.24.4.3 Contractor's Contract Manager shall act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and the Civil Rights Section (CRS) representative.
- 3.24.4.4 Forward all PA 607s to the CCA within two (2) business days and maintain a copy.
- 3.24.4.5 CCA and CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the CRS.

3.25 Contractor's Office

- 3.25.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall 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 Contractor's performance of the Contract.
- 3.25.2 When the office is closed, an answering service shall be provided to receive calls.
- 3.25.3 Contractor shall answer calls received by the answering voicemail service within one (1) business day of receipt of the call.

3.26 Hours of Operation

Contractor shall be available to provide the services detailed in the SOW for a minimum of eight (8) 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.

3.27 Telephonic Signatures

- 3.27.1 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.

- 3.27.2 When allowed by policy, Contractor shall 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..

3.28 Language Requirements

- 3.28.1 Contractor shall provide linguistically and culturally sensitive services to all participants.
- 3.28.2 Contractor shall hire and have staff who speaks the language if the language spoken by a specific group of non-English speaking participants is five percent (5%) or more of Contractor's caseload.
- 3.28.3 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 Contractor's caseload. Contractor shall not use this resource in meeting the primary language needs. Any misuse of this resource shall not be tolerated, and costs will be deducted from Contractor's payment.

3.29 Customer Service

- 3.29.1 Contractor shall implement an active customer service program that is consistent with County's vision, as detailed in this SOW's Preamble. The customer service program must be approved by County and any changes required by County to the program must be made within ten (10) business days.
- 3.29.2 Contractor shall 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) Ninety-five percent (95%) of those served are to report satisfaction with Contractor services;

- b) Ninety percent (90%) of all participants should wait no more than twenty (20) minutes from their appointment time before being seen; and
- c) Contractor is expected to respond to advocate inquiries within two (2) hours, 100% of the time.

3.30 Case Assignment

- 3.30.1 Contractor shall, within two (2) business days, enroll participants appearing in the unassigned pool into the program; except for CalWORKs cases in the process of securing child care. However, if the case is identified as eligible for specialized supportive services (SSS), then it must be expedited for services. If a participant erroneously appears in the unassigned pool, Contractor shall expeditiously work with County staff to reassign the participant, as appropriate.
- 3.30.2 Contractor shall ensure the percentage of participants in the unassigned pool for more than 30 days does not exceed one percent (1%) of the total number of unassigned pool participants to be assigned to a contracted case manager.
- 3.30.3 Contractor shall assign participants to an activity within 30 days from cash approval.

3.31 CalSAWS Imaging Solution

- 3.31.1 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.
- 3.31.2 Contractor shall image all case documents into CalSAWS by using the CalSAWS Imaging Solution process within five (5) business days of receipt or completion.
- 3.31.3 Contractor shall provide the following required functions as prescribed by County:
 - a) Scanning all case documents;
 - b) Validate all scanned case documents; and
 - c) Dispose all paper documents according to current procedures.

- 3.31.4 DV cases are to be scanned according to current DV scanning procedures.

3.32 Community Outreach, Resource and Referrals

- 3.32.1 Contractor shall 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).
- 3.32.2 Contractor shall 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.
- 3.32.3 Contractor shall, through community collaborations with partnering organizations, provide refugee-specific services and resources seeking to develop internship programs that promote mentoring to participants.
- 3.32.4 Citizenship and Naturalization Services

Contractor, when applicable, shall 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.

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

3.33 Case Transfer Rules and Procedures

3.33.1 Timely Case Transfer

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

3.33.2 Inter-Agency Case Transfers

- 3.33.2.1 An Inter-REP/GAIN region case transfer is necessary when a participant changes his/her 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 United States and is eligible for WtW services through GAIN.
- 3.33.2.2 Contractor shall ensure the RCM:
 - 3.33.2.2.1 Transfers the case electronically to the receiving GAIN office or new REP location via CalSAWS or the current system.
 - 3.33.2.2.2 Documents the transfer reason in CalSAWS or the current system.
 - 3.33.2.2.3 Ensure all case documents are imaged into the CalSAWS Imaging Solution system prior to case transfer.
 - 3.33.2.2.4 For transfer of DV cases, refer to current policy and procedures.
 - 3.33.2.2.5 Ensure completion of the Inter-Office Case Assignment Form (CSF 161), per current policy and procedures (See Appendix B, Technical Exhibits, Exhibit B-36)

3.34 Appeals and State Hearings (ASH)

- 3.34.1 Contractor shall provide timely responses to DPSS' Appeals and State Hearings (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.
- 3.34.2 Contractor shall 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.
- 3.34.3 Contractor shall maintain a listing of ASH cases processed including all ASH decisions, their resolutions and conditional withdrawals. The listing shall be included in Contractor's MMR.

3.35 Welfare Fraud

- 3.35.1 Contractor shall preserve the integrity of the program and County resources by having an active fraud prevention program.
- 3.35.2 Contractor, at minimum, shall adhere to County welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable and whenever fraud is suspected.
- 3.35.3 Contractor shall safeguard against Contractor employee fraud by including specific monitoring provisions in its Quality Control Plan.
- 3.35.4 Contractor shall also make all records related to this contract available to County. County may review these records without advance notice, as deemed necessary by County.

3.36 Reporting and Record Keeping

- 3.36.1 Contractor shall complete reports as may be required by County concerning its activities as they affect the Contract duties and purposes contained herein.
- 3.36.2 Contractor shall complete an MMR, (See Appendix B, Technical Exhibits, Exhibit B-26) in the manner to be described by County. The MMR shall 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 shall contain:
 - 3.36.2.1 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.
 - 3.36.2.3 A list of all participants who attained 90th day of employment retention during the service month.
 - 3.36.2.4 Staffing updates (new/terminated staff) including the date of hire/termination.
 - 3.36.2.5 Monthly roster with employee name, title, file number (if applicable), phone number, email address, languages spoken, etc.
 - 3.36.2.6 A report of any critical incidents occurring in the month.
 - 3.36.2.7 A discussion of Contractor's degree of success in achieving desired outcomes as described in SOW, Section 9.0, Performance Outcome Measures.

- 3.36.2.8 A list of all trainings provided by Contractor in the month.
 - 3.36.2.9 A list of all training provided by County in the month and names of Contractor employees who attended said training.
 - 3.36.2.10 A list of all complaints received by Contractor in the month, including the resolution of the complaint.
 - 3.36.2.11 A list of all ASH decisions, their resolutions and conditional withdrawals.
 - 3.36.2.12 Any other ad hoc statistical reports as requested by County and by the due date established by County.
 - 3.36.2.13 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.
 - 3.36.2.14 Additional information may be required at County's discretion.
- 3.36.3 Contractor shall 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. County shall provide training to Contractor regarding the use and maintenance of case records on CalSAWS or the current system.
 - 3.36.4 Contractor shall maintain an electronic case record for each participant and physical case records for those participants not known to CalSAWS or the current system. Contractor shall ensure that the case records are organized in the manner prescribed by DPSS. The content of the physical or electronic case records shall abide by applicable DPSS guidelines, including those outlined herein. When REP services end and the case record is no longer needed, Contractor shall follow DPSS policies. Contractor shall not dispose of the case records or any documents containing participant information, in any manner outside of DPSS policies and procedures, or Contract 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 of the programs set forth herein.
- 4.4 This Contract 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]).

5.0 ELIGIBLE REP PARTICIPANTS

5.1 Eligibility

- 5.1.2 The term “refugee” when used in this document, is intended to include: refugees, asylees, Cuban and Haitian entrants, certain Amerasians, Iraq/Afghan Special Immigrant Visa (SIV) holders, non-aided refugees, and human trafficking victims, domestic violence and other serious crimes, including U and T-Visa refugees.
- 5.1.3 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, County shall administer its social services in the following order, unless otherwise granted a federal waiver:
 - 5.1.3.1 All newly arriving refugees, within 12 months of their DOE to the U.S.;
 - 5.1.3.2 Refugees who are receiving cash assistance;

5.1.3.3 Unemployed refugees who are not receiving cash assistance; and

5.1.3.4 Employed refugees in need of services to retain employment or to attain economic independence.

5.1.4 Contractor is responsible for determining the immigration status and participant eligibility for REP based on the Office of Refugee Resettlement (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.

5.1.5 United States 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 Senate Bill (SB) 1041 regulations, unless they have good cause to participate in less hours or are exempt.

All CalWORKs participants will be determined to be meeting their required number of hours, including core hourly participation rates, based on current SB 1041 regulations.

5.2.1.1 Single parents, if there is no child under the age of six (6) in the household: Required to participate 30 hours per week.

5.2.1.2 Single parents with a child under age six (6): 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 Former 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 Post-Employment Services (PES) and Post-Time Limit (PTL) services, and Non-Aided refugees are required to have 32 hours per week of WtW activities per single or married individual.

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 County.
- 5.3.2 Contractor shall 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 shall 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 1/15/2020. Participant applied for aid 06/01/2020 and would exhaust his/her 60 months of service effective 12/31/2025. Month of eligibility is counted as of arrival month of 01/2020 as oppose to application month.
- 5.3.4 Contractor shall ensure participants are notified the month prior to exhausting services, of termination of their services.
 - 5.3.4.1 If the participants will continue to be eligible for WtW services, Contractor shall 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 eighth 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. Contractor shall document the electronic case record of an offer of GR assistance service.

5.3.5 Case Termination

- 5.3.5.1 Contractor shall ensure comprehensive case documentation of termination reason is annotated in the CalSAWS Journal page.
- 5.3.5.2 Contractor shall ensure the case is deregistered and processed timely, per existing deregistration policy and procedures.
- 5.3.5.3 Contractor shall ensure all applicable advance supportive services (Transportation/Ancillary/Child Care, etc.) are authorized prior to the case transfer.
- 5.3.5.4 Contractor shall ensure all case documentation is scanned in the case and case transfer procedures are followed, per existing case transfer policy and procedures. See SOW Section 3.33 for more information.

5.4 Service Payment for Ineligible Refugees

- 5.4.1 It is the responsibility of 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 Contractor to ensure services are provided to REP eligible participants only.
- 5.4.3 Contractor will not bill 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 County.
- 5.4.5 Contractor will not bill County for work related to the recoupment of supportive services issued to non-eligible participants.
- 5.4.6 Contractor understands and agrees that 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 shall 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 shall conduct an one-on-one appraisal/intake interview, either in-person or via Telephone and/or Electronic Signature system for all REAS participants establishing REP eligibility, which shall include, but is not limited to the following:
 - 6.1.2.1 A description of the program requirements 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 child care, 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 SIP activity for CalWORKs participants.
- 6.1.2.11 Inform all participants of available MH, DV, SUD, and Family Stabilization (FS) services.
- 6.1.2.12 Conduct a screening for SSS (i.e. MH , DV , SUD , or FS for CalWORKs participants).
- 6.1.2.13 A review of the Confidential Domestic Violence Information sheet which should be signed by every participant. (See Exhibit B, Technical Exhibits, Exhibit B-8).
- 6.1.2.14 Inform participants of available waivers for DV victims.
- 6.1.2.15 A copy of the DV Referral Information Brochure must be provided to the participant. (See Exhibit B, Technical Exhibits, Exhibit B-8)
- 6.1.2.16 Screen for MH and/or SUD using the Screening for Substance Use Disorder and Mental Health form.
- 6.1.2.17 Learning Disability (LD) screening, when applicable.
- 6.1.2.18 Identify participants who are potentially eligible for the Home Visiting Program (HVP) and 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 participant.
- 6.1.2.19 Development of a Family Self-Sufficiency Plan (FSSP) for every participant and employable family member in the household. See SOW Section 6.2 for additional information.
- 6.1.2.20 Conduct a mandatory FS screening with the Online CalWORKs Assessment Tool (OCAT) to determine if CalWORKs participants require a referral to FS services.

6.1.2.21 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.

6.1.2.22 An explanation of expungement services.

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 employable family member.

6.2.1.2 An employable family member is any member of the household who is able-bodied and legally able to secure gainful employment. A family may consist of only the participant, i.e. only one household member.

6.2.1.3 The completion of the FSSP is mandatory for refugee households who participate in the program.

6.2.2 Contractor must complete the FSSP within ninety (90) calendar days of the refugee household's approval for aid as posted by County.

6.2.3 Contractor shall 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 shall be used as the foundation for developing the FSSP .

6.2.4 Contractor shall develop an FSSP (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]) for each participant and employable 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.
- 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 shall 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; and
- k) Start date of first activity.

6.2.5.2 Section A: Family Information/Budget

- a) Name(s) of each employable 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 shall have total grant amount reported once for either employability plan.

Non-CalWORKs eligible participants: Spouses shall 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 fiscal year 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 shall use the following formula for CalWORKs and RCA participants:

$$\text{Non-Exempt Maximum Aid Payment Amount} + 1 \times 2 + \$500 = \text{Estimated Self-Sufficiency Income}$$

Example: A CalWORKs assistance unit consists of a mother and two children. The Non-Exempt Maximum Aid Payment (MAP) for an assistance unit (AU) of three is \$878 per month.

$$\text{Computation: } \$878 + \$1 \times 2 + \$500 = \$2,258$$

The \$879 (\$878 + 1) exceeds the MAP for three (\$878); therefore, \$2,258 is the approximate income

amount that would make the AU self-sufficient and ineligible for cash benefits.

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

Computation: $\$220 + \$1 + \$475 = \696

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 \$696.

6.2.5.3 Section B: Employment Information - Contractor shall 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 need referrals.

6.2.5.4 Section C: Long Term Employment Goals/Employability Plan

6.2.5.4.1 Contractor shall 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:
 - Employment goal and
 - 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.

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

6.2.6 A post-enrollment assessment review of the REP family's initial FSSP must be conducted 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.

6.3 Self-Initiated Programs (SIP)

6.3.1 A SIP is an approvable education or training program for CalWORKs-eligible participants as required by existing REP/GAIN policies and procedures.

6.3.2 Contractor shall 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:

- Approve the SIP,
- Add the corresponding activity on CalSAWS or the current system, and
-
- Issue advance supportive services, if applicable.

6.3.3 Contractor shall 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 duration of completion 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:

- 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 shall 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 Vocational Assessment. 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 shall review the plan to determine if the part-time educational, vocational, professional or certificate program was approved. If approved, the participant shall be allowed to complete the program and be simultaneously assigned to an employment activity (i.e., Flex Job Club, WEX, In-House Job Search, etc.) consistent with the plan. If the RCM reviews the plan and the program was found to be ineligible, Contractor shall 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 shall 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 shall be deemed noncompliant; and therefore, ineligible for supportive services.

6.4 Job Club

6.4.1 Job Club 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 Los Angeles County Office of Education via County-approved Job Readiness and Career Planning Services contractor.

6.4.2 Contractor shall refer participants to the County-approved Job Club contractor based upon their appraisal/intake, English language proficiency assessment, and CalWORKs or non-CalWORKs program requirements.

6.4.3 Participants not meeting the program weekly hour requirement shall be referred to job search activities.

6.4.4 CalWORKs participants who require additional job search may, on a case-by-case basis, be identified by the contracted vocational assessor to engage in up to an additional two-weeks of supervised job search.

6.4.5 Contractor shall ensure participants are provided with the necessary advance Supportive Services to meet their Job Club/Job Search (JCL/JSR) activities.

6.4.6 Contractor shall, 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).

6.4.7 Bypassing Job Club

6.4.7.1 Contractor shall evaluate on a case-by-case basis special circumstances where the CalWORKs Flow of Orientation to Job Club may not meet the participant's unique needs. A determination to shorten or bypass JCL/JSR shall be made by the RCM, participant, supervising case manager and must be approved by DPSS Program staff.

6.4.7.2 Participants may be allowed to bypass Job Club if one of the following is met:

- a) Employed full-time;
- b) In an approved SIP and the JCL schedule would interfere with the schedule of classes;
- c) 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;

- d) Exempt volunteer participants who cannot participate due to a disability or other valid documented exemption;
- e) Required to participate in Cal-Learn (See REP/GAIN Policy, Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]);
- f) 19 years old and has not yet earned a high school diploma or equivalent certificate;
- g) Referred to a Learning Disability Evaluation;
- h) Participant is homeless and would like to participate in TSE;
- i) Participant with U or T-Visa without work authorization; or
- j) 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.

6.4.7.3 Whenever a participant meets the criteria for bypassing JCL, and if approved by DPSS Program staff, the Contractor shall refer the participant to Vocational Assessment, Clinical Assessment, and/or In-House Job Search (IHJS) (See Exhibit B, Technical Exhibits, Exhibit B-1 [Link 3]); in accordance to current policy.

6.5 In-House Job Search (IHJS)

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

6.5.2 IHJS shall be conducted at Contractor's site.

6.5.3 Contractor's designated Business Services Specialist (BSS) shall supervise IHJS. Supervision may consist of:

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

6.5.4 Contractor must ensure the BSS follows IHJS guidelines, pursuant to and 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]).

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

6.5.6 Hours and Duration

6.5.6.1 An RCM assigns a participant to work with the agency’s designated BSS for a total of 32 hours a week for GR participants, up to 32 hours a week for a RCA participant/single parent, or 35 hours per week for a two-parent household.

6.5.6.2 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 shall maintain a tracking system of the participants who were referred, received services and who secured gainful employment through their efforts.

6.5.6.3 The duration of IHJS is based on the employment plan, services needed and the amount of time the participant has attended a Job Search activity within the year (applicable to CalWORKs participants only).

6.5.6.4 For CalWORKs participants, IHJS can only be assigned for two weeks, if the participant completed four weeks of Job Club/Orientation (JCO) or other Job Search activity within the last 12 months. The only exception is when both parents in a two-parent household are concurrently enrolled in the program. In such cases, the parent participating in IHJS must be engaged for a minimum of 20 hours per week. The participant can opt to be engaged in more than 20 hours, and this must be recorded in the CalSAWS or the current system .

6.5.7 Contractor shall 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.

6.5.8 Contractor shall 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).

6.5.9 Contractor shall 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. However, the activities must fall within the classification of activities listed in Section 6.5.10, below, to ensure the hours are countable towards the federal Work Participation Rate (WPR).

RCA participants are not subject to WPR requirements.

6.5.10 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]).

6.5.11 Contractor shall monitor, verify, and document all time spent in an IHJS activity by the Contractor's BSS according to County policy requirements.

6.5.12 Contractor shall 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.

6.5.13 Contractor shall document all contact, regardless of method, on the Job Search Activity Logs.

6.5.14 The BSS must provide assigned RCMs with a copy of the completed IHJS forms for each of their participants upon completion of the activity.

6.5.15 Reasonable transportation time between interviews, but not to the first interview or from the last one of the day, will count towards WPR. Online activities are countable towards WPR but must be monitored and documented.

6.5.16 Job Fairs

6.5.16.1 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.

6.5.16.2 Contractor shall ensure business services specialist staff works 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.

6.5.16.3 Contractor shall refer participants to existing or upcoming job fairs within the community to meet with potential employers.

6.6 Vocational Assessment (VOC ASM)

6.6.1 Contractor shall refer participants who have not obtained full or part-time unsubsidized employment by the fourth week of Job Club, to a County-approved vocational assessment provider for completion of a vocational assessment. The vocational assessment is a one-day activity.

6.6.2 Contractor must utilize the WtW Employment Plan established by the results of the vocational assessment for referring the participant to post-assessment Welfare-to-Work activities.

6.6.3 Vocational Assessment Referral Eligibility Conditions

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

- a) No employment is found upon completion of job club;
- b) The participant has been allowed to bypass job club because it was determined that job club 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.

6.6.4 Vocational Assessment Requested From Job Club

During the third week of job club, the job club 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:

- 6.6.4.1 RCM shall open a VOC ASM activity on the same day, using existing procedures to generate the GN 6006, Service Provider Referral, referral;
- 6.6.4.2 RCM shall annotate in the top, right-hand corner of the GN 6006 if the participant is “CalWORKs” or “Non-CalWORKs (RCA/GR/CalFresh/Non-Aided)” ;
- 6.6.4.3 RCM shall fax or electronically submit the GN 6006 referral to JCO staff within 24 hours of adding the activity; and
- 6.6.4.4 Job club staff must submit the GN 6006 referral to the assigned VOC ASM provider to request the assessment.

6.6.5 Completion of the Vocational Assessment

- 6.6.5.1 The assessment service provider shall record the assessment results on forms provided by County. Copies of forms shall be filed and electronically imaged in the participant’s file and a copy shall be e-mailed to the appropriate RCM with a copy to the Regional Assessment Liaison within five (5) business days of the participant’s initial assessment interview.

- 6.6.5.2 The assessment service provider is required to maintain a copy of the assessment file for a period of five (5) years unless County's written approval is given to dispose of such material prior to the end of such period.
- 6.6.5.3 The assessment service provider shall be available to discuss and provide assessment results to Contractor staff.
- 6.6.5.4 Contractor shall electronically image the form into the participant's file.

6.6.6 Third-Party Vocational Assessments

- 6.6.6.1 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 shall inform Contractor using GN 6013 and GN 6014 within five (5) business days. The notice shall state the nature of the dispute and describe the issues involved.
- 6.6.6.2 If the RCM and the participant believe an activity not listed in the employment plan is better suited for the participant, the RCM shall 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.
- 6.6.6.3 Upon referral by County, the assessment service provider acting as the third-party, shall review the employment plan and make appropriate recommendations. The original assessor must be available, upon request, to discuss and provide assessment records to third-party assessor.
- 6.6.6.4 Per State regulations, the results of the assessment conducted by the third-party assessor shall be binding upon County and the participant and shall be used by Contractor to develop the appropriate employment plan for the participant unless the participant files a request for a State hearing.

6.6.7 Vocational Assessment Amendments

- 6.6.7.1 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 shall contact the assessment service provider for approval and to make the change in-house.

- 6.6.7.2 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 believe an activity not listed in the employment plan is better suited for the participant, then the RCM shall 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.
- 6.6.7.3 If the assessment service provider does not agree with the amendment, the amendment request shall be denied and sent back to the Contractor. The Contractor shall contact County to address/resolve the issue.
- 6.6.7.4 Most employment plans may be amended in the first thirty (30) business days, based on extenuating circumstances; nevertheless, amendments to the plan can be made any time during the twelve (12) month period after the plan is signed.

6.6.8 Reassessments

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

- 6.6.8.1 A participant shall be referred for reassessment whenever she/he fails to obtain employment after completion of all activities included in the participant's employment plan.
- 6.6.8.2 Referrals for reassessment shall 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.

6.6.8.3 The reasons provided for reassessment shall serve as guidelines for determining what actions the assessment service provider shall take during the reassessment. After review of the participant's employment plan and any progress in achieving the employment goal, the plan shall be revised as required.

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

6.6.9 Career Assessment

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

6.6.10 Learning Disability Diagnosis Evaluation & Assessment

6.6.10.1 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 a learning disabilities evaluation/screening.

6.6.10.2 Contractor shall 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.

Contractor will refer to REP/GAIN policy for referral procedures. The learning disability assessor will perform the evaluation and assessment.

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

6.7 Specialized Supportive Services (SSS)

6.7.1 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 County or Contractor’s RCMs.

6.7.2 Participants that have been identified by their Eligibility Worker (EW) as having a need for SSS will be expedited into the program.

6.7.3 Contractor’s RCMs shall re-screen all participants who self-declare or are identified by the EW to be in need of DV, MH, and/or SUD services. Contractor shall follow current SSS policy for screening and referral procedures.

6.7.4 Contractor shall make immediate (within twenty-four 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.

6.7.5 Clinical Assessment (CLA)

6.7.5.1 Contractor shall 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.

6.7.5.2 A participant identified with a need for DV services will bypass CLA and shall be referred directly to a DV service provider.

- 6.7.5.3 Once CalWORKs eligibility is established, Contractor shall expedite services into the program for a participant with a need for DV, MH or SUD services so that s/he can be re-screened to determine if MH/SUD CLA referral will be made based on current policies and procedures.
- 6.7.5.4 Participants must be informed that disclosure of DV, MH and/or SUD services need will be confidential and will not impact his/her eligibility for CalWORKs or result in an automatic referral to the Department of Children and Family Services (DCFS). It is essential that the participant is informed at every opportunity of the numerous services available, despite any language barriers.
- 6.7.5.5 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.
- 6.7.5.6 For CalWORKs participants, upon completion of the MH and/or SUD screening, Contractor shall 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 shall be referred by the RCM for participation in an activity per current policy and procedures.
- 6.7.5.7 Clinical Assessment (CLA) for Non-CalWORKs participants
 - 6.7.5.7.1 RCA participants will also be identified for SSS needs through self-disclosure or via GN 6140 and GN 6140A.
 - 6.7.5.7.2 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.
 - 6.7.5.7.3 RCA-eligible participants with an emergent MH need shall be referred to a County hospital.

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

1. RCM shall 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.
2. Upon identifying a non-CalWORKs, County-funded SUD or MH provider, the RCM shall contact the provider on behalf of the participant to schedule an appointment.
3. If a participant is identified as having a MH or SUD issue and s/he initially refuses services, s/he can choose to be referred for services anytime thereafter.
4. The RCM must have the participant sign a GN 6135, Request for Services/Waiver of Services, (Ssee Exhibit B, Technical Exhibits, Exhibit B-5) each time s/he advises the participant identified as needing MH or SUD services and that s/he has currently refused services.
5. A participant shall not be deemed in noncompliance in the event the participant is unable to secure services from a non-CalWORKs, County-funded SSS Provider.

6.7.6 Mental Health (MH)

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

Contractor shall 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]).

6.7.7 Substance Use Disorder (SUD)

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

Contractor shall 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]).

6.7.8 Domestic Violence (DV)

6.7.8.1 For CalWORKs participants, upon completion of the PA 1913, Self-Disclosure of a DV Situation, Contractor shall inform participants of available DV services to assist them in overcoming barriers to employment and obtaining self-sufficiency. Additionally, Contractor shall 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).

6.7.8.2 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).

6.7.9 Family Stabilization (FS)

6.7.9.1 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.

6.7.9.2 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.

6.7.9.3 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 domestic violence;
- c) Untreated or undertreated behavior needs, including mental health or substance abuse related needs; and/or
- d) Other non-medical needs.

6.7.9.4 For participant enrolled in the FS program, Contractor shall provide intensive case management. Contracted staff are to have more frequent contact with participants, specially 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 level of need and progress un 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.

6.7.10 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).

6.7.10.1 Contractor shall 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.

- 6.7.10.2 The SSS RCM shall coordinate the expedited appointment, assess the participant's ability to participate in, and expeditiously provide case management services.
- 6.7.10.3 The SSS RCM shall 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.
- 6.7.10.4 The SSS RCM shall 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.
- 6.7.10.5 The SSS RCM shall keep open communication with the HCM to advise them of the participant's current WtW status.
- 6.7.10.6 The SSS RCM shall open the homeless activity which consists of various types of seminars addressing housing barriers, i.e., housing search, life skills, money management, etc.
- 6.7.10.7 The SSS RCM shall 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 shall recommend initiation or termination of non-compliance and sanctions according to current CIA policy and procedures.
- 6.7.10.8 The SSS RCM may grant good cause for up to nine (9) consecutive months to homeless participants whose emergency housing situation is unstable. SSS RCM shall contact the participant every 30 days, to discuss his/her

housing situation and ability to participate in WtW activities, including FS per GAIN Homeless Policy.

6.7.10.9 The SSS RCM shall inform the participant about the Subsidized Employment Program and refer participants who are work-ready and do not have co-occurring disorders.

6.7.11 Specialized Supportive Services for Non-CalWORKs Participants

Contractor shall identify specialized supportive services for RCA-eligible refugees. Contractor shall 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.

6.8 Remedial Education (REM)

6.8.1 REM refers to basic education or testing preparation courses geared toward obtaining a high school diploma or a General Education Development (GED) equivalency, English-as-a-Second Language (ESL) programs, and remedial literacy courses.

6.8.2 Contractor shall assign remedial education activities to participants, based on identified needs as part of the vocational assessment. Remedial education is limited to services needed to become employed.

6.8.3 English language instruction for refugees 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 shall relate to obtaining and retaining employment or specifically associated with the Welfare-to-Work activity included in the individual employment plan.
- c) Participation in REM/ESL shall not interfere with employment or employment-related activities.

6.8.4 Refugee Cash Assistance (RCA)

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.

6.9 Vocational Education and Training

- 6.9.1 Vocational education and training includes 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.
- 6.9.2 Vocational education and training can include 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.
- 6.9.3 Contractor shall follow referral criteria and education and training time limits as set forth in the REP/GAIN policies and procedures.
- 6.9.4 Job Skills Training (JST)
 - 6.9.4.1 Job Skills Training (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.
 - 6.9.4.2 Contractor shall ensure participants are transitioned from the VOC activity to the JST activity on the first of the following month the participant completes the 12-month VOC activity as a core activity. Contractor must comply with existing JST policies and procedures.

6.10 Vocational English as a Second Language (VESL)

- 6.10.1 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.

6.10.2 Contractor shall 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.

6.11 Work Experience (WEX)

6.11.1 WEX is an activity in which the participant receives a non-salaried position at a nonprofit 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.

6.11.2 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.

6.11.3 WEX for REP Participants

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

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

6.11.3.3 Contractor and the WEX employer/provider shall enter into an agreement utilizing the REP-1, Refugee Employment Program (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 Contractor by the 15th day 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.

- 6.11.3.4 Contractor shall also obtain a completed REP-2, Refugee Employment Program (REP) Work Experience (WEX) Monthly Performance Evaluation and Attendance Verification, Exhibit B, Technical Exhibits, Exhibit B-17, from the WEX employer for each participant.
- 6.11.3.5 Contractor shall 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.
- 6.11.3.6 Contractor shall ensure the GN 6365, Monthly Attendance Report Form, Exhibit B, Technical Exhibits, Exhibit B-9 or equivalent form if approved in writing by County is completed on a monthly basis for each participant assigned to a WEX activity.
- 6.11.3.7 Contractor shall 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.
- 6.11.3.8 Contractor shall 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.
- 6.11.3.9 DPSS reserves the right to authorize the continued participation of employers/providers which provide WEX services to REP participants. 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.

6.11.4 WEX Time limits

6.11.4.1 Participation in a WEX activity shall be limited to six (6) months at the assigned WEX site.

6.11.4.2 Upon the end of six-month WEX assignment, participants shall engage in a job search activity for a minimum of three-weeks.

6.11.4.3 In the event employment is not obtained at the conclusion of his/her six (6) months WEX participation, the participant may extend WEX participation for an additional six (6) months at a different WEX site.

6.12 Transitional Subsidized Employment (TSE)

6.12.1 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).

6.12.2 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.

6.12.3 TSE activities are subject to availability of funding.

6.12.4 TSE activities are only available to CalWORKs-eligible participants.

6.12.5 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.

6.12.6 Paid Work Experience (PWE)/Specialized Work Experience (SWE).

6.12.6.1 PWE assignments combine employment with employer-linked education/training programs that are only available to CalWORKs-eligible participants;

6.12.6.2 SWE is an employment activity offered to CalWORKs-eligible participants receiving specialized supportive services, i.e. DV, MH, or SUD services;

- 6.12.6.3 Participants are placed in government or non-profit agencies;
- 6.12.6.4 Southbay Workforce Investment Board (SBWIB) is the employer-of-record;
- 6.12.6.5 County pays 100% of the costs;
- 6.12.6.6 Participants are paid minimum wage; and
- 6.12.6.7 Placements up to 10 months in duration dependent on funding availability.

6.12.7 On-The-Job Training (OJT)

- 6.12.7.1 Participants are matched to the needs of the employer and are expected to be fully work ready.
- 6.12.7.2 Participants are placed in private for-profit, or non-profit agencies.
- 6.12.7.3 Participants may work up to ten (10) months, earning at least minimum wage or employer-selected wage;
- 6.12.7.4 First five (5) months, County pays 100% of the wages with SBWIB as the employer of record, including coverage of Workers' Compensation;
- 6.12.7.5 Next five (5) months, agency pays the employee wages, Workers' Compensation and FICA, and is reimbursed at a rate of 60% of each participant's wage, not to exceed a \$20 per hour wage; and
- 6.12.7.6 OJT activity may be available for non-CalWORKs participants depending on availability of Refugee Support Services (RSS) funding and approval from CDSS/Refugee Programs Bureau (RPB).

6.12.8 Enhanced Transitional Subsidized Employment (E-TSE)

- 6.12.8.1 CalWORKs Homeless participants are placed through Community-Based Organizations (CBOs) into PWE/SWE/OJT activities;

- 6.12.8.2 CBOs conduct thorough family evaluations to identify all needs;
- 6.12.8.3 Participants have a flexible period where participant can learn/apply proper work habits in a supportive learning environment;
- 6.12.8.4 Minimum 20 hours per week of participation which may transition to increased hours;
- 6.12.8.5 Opportunity to participate in a Short-Term Vocational Training; and
- 6.12.8.6 Referral to an AJCC/WorkSource Center to assist with job search in unsubsidized employment.

6.13 Community Service (CS)

- 6.13.1 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.
- 6.13.2 CS is considered a core activity and may be used concurrently with other allowable activities to meet the required hours of participation.
- 6.13.3 CS is approvable when it is consistent with the participant's Welfare-to-Work Plan. Contractor shall track CS sites to ensure skills provided are in line with participant's employment plan. Contractor shall refer to Exhibit A, SOW, Subsection 9.1, Key Measure #10 for further details.
- 6.13.4 The CalWORKs/CalFresh Program formula is used to determine the maximum number of weekly hours individuals may participate in CS. Contractor will refer to existing policies and procedures for calculating the maximum number of allowable hours and the CS referral process.

6.14 Work Study (WS)

- 6.14.1 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.

- 6.14.2 Contractor shall provide available program marketing tools promoting the benefits of WS to CalWORKs-eligible participants who are enrolled in a community college. If interested, Contractor will refer students to the community college CalWORKs office for consideration to a work study slot.

6.15 Post-Employment Services (PES)

- 6.15.1 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.
- 6.15.2 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.
- 6.15.3 PES provides supportive services and activities for working aided and former CalWORKs participants.
- 6.15.4 Participation in concurrent WtW activities, in addition to employment, is **mandatory** for aided CalWORKs participants working less than 20/30/35 hours per week.
- 6.15.5 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 Specialized Supportive Services (SSS) activity is **required** for participants that are former-CalWORKs aided and are working at or above 20/30/35 hours per week.
- 6.15.6 Contractor shall contact employed participants receiving PES on a monthly basis to identify potential employment barriers. This contact shall 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.
- 6.15.7 Contractor shall obtain periodic verification of employment from the participant on a monthly basis to verify continued employment and actual weekly work hours.

6.15.8 Life Skills/Acculturation Workshops (LSA)

- 6.15.8.1 Contractor shall develop and offer LSA to provide participants with practical tools for everyday life as well as coping strategies for difficult situations.
- 6.15.8.2 Contractor shall include a variety of classes which range from time management to adjusting to changes in the work environment.
- 6.15.8.3 The classes may be assigned as a bridging activity or a concurrent post-assessment employment services activity. Participation in LSA is a non-core activity.
- 6.15.8.4 Additionally, LSA workshops shall 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, resume writing, acceptable professional work ethics, etc.
- 6.15.8.5 Contractor shall ensure the availability of a minimum of one LSA workshop a week. Topics will be determined based on the appropriateness and need of the participants. Contractor is required to submit an initial curriculum within 30 days of being awarded the contract, after which the Contractor must provide updated curriculum to the County Contract Program Manager (CCPM) on a quarterly basis for review and monitoring. CCPM may request changes to the curriculum based on need.
- 6.15.8.6 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.)

6.16 Job Development and Related Services

- 6.16.1 County developed a Job Development Cluster Model designed to strengthen and enhance collaboration and coordination among DPSS Business Services Specialists (BSS). Job Development regions/offices/agencies have been convened into seven (7)

“Clusters”, based on geographic locations. Contractor participation in the Cluster Model is mandatory.

6.16.2 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.

6.16.3 Business Service Model

6.16.3.1 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.

6.16.3.2 Contractor’s role in the Business Services Model shall 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.

6.16.3.3 Business Services Specialist (BSS)

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

6.16.3.3.2 Contractor shall designate responsible staff to hold the assignment of BSS.

- 6.16.3.3.3 BSS shall 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-screening and interviewing, workforce development, and additional business resource assistance through our partners.
- 6.16.3.3.4 Contractor shall 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/GROW mailbox, which receives job openings from Los Angeles County Contractors.
- 6.16.3.3.5 The BSS shall regularly interact with the business community in order to cultivate and maintain the relationships that provide our participants with job opportunities.
- 6.16.3.3.6 Contractor shall ensure the BSS staff complete all mandatory Job Development reports requested by GAIN Program.
- 6.16.3.3.7 Contractor shall ensure the BSS staff follow the essential functions/duties and minimum expectations and protocols as outlined in current policy.
- 6.16.3.3.8 Contractor shall ensure the BSS staff attend all mandatory trainings, including but not limited, to the Annual Business Services Specialist Conference.

6.16.4 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.

6.17 Post-Time Limit Services (PTL)

Through the GAIN Program, County offers Post-TimeLimit (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. Contractor shall determine participant eligibility to PTL services, and refer the participant, as appropriate. PTL services and time limits are based on current policy and procedures.

6.18 Home Visiting Program (HVP)

- 6.18.1 The Home Visiting Program (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.
- 6.18.2 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.
- 6.18.3 GAIN, REP CalWORKs and Cal-Learn participants are eligible.
- 6.18.4 HVP hours count towards the GAIN required participation hours.
- 6.18.5 Participation in HVP is voluntary and participants can enroll at any time within the window of eligibility.
- 6.18.6 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.
- 6.18.7 Contractor shall 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]).

6.19 Case Management Operations and Other Tasks

- 6.19.1 Contractor shall schedule all participants for their first and subsequent work activities with **no lapses** between activities.
- 6.19.2 Contractor shall ensure that the percentage of participants who are between activities for more than 30 days is no more than five percent (5%) of the total number of participants enrolled in REP.

- 6.19.3 Contractor shall be responsible for providing tracking and reporting of services through effective case management.
- 6.19.4 Contractor shall provide case management tasks which include, but are not limited to:
 - 6.19.4.1 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 his/her assigned activity.
 - 6.19.4.2 Providing social services by providing detailed instructions to ensure the participant understands of 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 or address any concerns that may have risen as a result of further acculturation needs.
 - 6.19.4.3 Assessing the participant's transportation and ancillary service needs. Contractor shall, via CalSAWS or the current system, issue transportation or supportive service payments within 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 shall issue all transportation and ancillary supportive services in advance of the participant starting his/her activity. Contractor shall offer alternative forms of transportation when conventional forms of transportation are not available.
 - 6.19.4.4 Ensuring that all CalWORKs REAS 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]).
 - 6.19.4.5 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.

- 6.19.4.6 Confirming that child care has been secured by the participant before mandating participation in WtW/REP activities. If the participant requests child care, no negative action may be taken due to non-participation in assigned activities until child care has been secured by the participant.
- 6.19.4.7 Referring participants, at any time in the WtW flow based on the participant's request, self-disclosure or obvious signs of problems, to County identified agencies that are required to serve participants who need MH, SUD, or DV treatment/services.
- 6.19.4.8 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.
- 6.19.4.9 Ensuring proper case maintenance and taking corresponding action of any contact or follow-up needed with the participant within twenty-four (24) hours, which may include automated and/or manual action.
- 6.19.4.10 Making recommendations for County actions on cases, such as decisions affecting aid, determining exemptions, cause determination, and sanctions. Contractor's staff shall recommend non-compliance and inform County of their recommendation within one working day in accordance to program policy.
- 6.19.4.11 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.
- 6.19.4.12 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 CalSAWA or the current system.

- 6.19.4.13 Utilizing CalSAWS WtW and REP Caseload Activity Report to verify RCM's caseload.
- 6.19.4.14 Documenting attainment on the 90th day for each participant who enters employment, regardless if the participant is receiving REP services.
- 6.19.4.15 Contractor shall ensure that a complete electronic case record is maintained on CalSAWS or the current system. Contractor shall ensure the electronic cases meet CalSAWS Imaging Solution requirements. Documents to be included in the electronic case record shall 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) Child care 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/acculturation 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 as may be required by County.

6.20 Exemptions/Extenders

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

- 6.20.1 Contractor shall 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.
- 6.20.2 Contractor shall 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 shall assist the participant in obtaining verification, if needed. Contractor shall notify participants in writing by sending the CW 2186B, CalWORKs Exemption Determination Notice, (See Exhibit B, Technical Exhibits, Exhibit B-25) within fifteen (15) calendar days of their request indicating whether the exemption was approved or denied.
- 6.20.3 Contractor shall encourage participants granted an exemption to volunteer in the program and explain the benefits of participating as an exempt volunteer. This discussion shall be documented on CalSAWS or the current system. Exempt participants can receive transportation, ancillary, and child care 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 or core activity requirement.
- 6.20.4 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 shall be subject to the

compliance process and temporary exclusion from the program. Financial sanctions do not apply to exempt volunteers.

6.20.5 Contractor shall provide the necessary forms to the CalWORKs participant who requests a CalWORKs 60-month time clock extender.

6.20.6 Contractor shall 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 shall assist the participant in obtaining verification, if needed. Contractor shall notify participants in writing by sending the appropriate notice within 15 calendar days of their request indicating whether the extender was approved or denied.

6.21 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 shall implement CalWORKs 2.0 strategies, practices, and tools adopted for use by the County, if requested.

6.22 Development of the Welfare-to-Work Employment (WTW) Plan

6.22.1 Contractor shall ensure that participants sign their initial WTW plan, either in-person, via Telephonic Signature and/or Electronic Signature, within ninety (90) days of their approval for CalWORKs cash aid as required by County.

6.22.2 The WTW plan shall include:

- Specific activity assignments and services that will move the participant into sustained employment/self-sufficiency;
- Hours of participation required; and
- Other details as indicated on the WTW Agreement form that will be provided by County.

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

6.22.4 Appropriate Employability Services and Employment

Contractor shall determine if employability services and employment are appropriate in accordance with the following:

- 6.22.4.1 All activities must be within the scope of the WTW plan and FSSP .
- 6.22.4.2 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.
- 6.22.4.3 Participants activity or employment total daily commuting time to and from home must not exceed 2 hours, not including to and from child care facility.
- 6.22.4.4 The employment or activity site must not be in violation of applicable federal, state, or local health and safety standards.
- 6.22.4.5 Activities must not be discriminatory in terms of age, gender, race, creed, color, sexual orientation, national origin or religious/political affiliation.
- 6.22.4.6 Employment may be part-time, full-time, or seasonal work, if the work meets the standards described in this subsection.
- 6.22.4.7 The wage shall meet or exceed state minimum wage laws. The wage shall not be substantially less favorable than the wage normally paid for similar work in the labor market.
- 6.22.4.8 The daily/weekly hours of work shall not exceed those customary to the occupation.
- 6.22.4.9 Participants shall 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 conditions of his existing membership in the union governing the occupation. Employment not governed by the rules of his/her union in which she/he has membership may be appropriate.

6.22.4.10 Employment training must meet local employers' requirements to compete and lead to employment in the market.

6.22.4.11 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.

6.23 Addressing Barriers to Employment

6.23.1 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.

6.23.2 Contractor shall 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.

6.23.3 Contractor shall 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 set-backs, emphasizing the participant's personal responsibility to oneself; and to provide program options and waivers available.

6.23.4 Contractor shall utilize training and education resources available to concurrently enroll the participants to upgrade their skills after obtaining a job. Contractor shall 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.

6.23.5 Contractor shall ensure the following supportive services are provided and administered appropriately. The tasks in this Subsection 6.17, Addressing Barriers to Employment, are subject to Performance Outcome and Key Measures.

6.23.6 Coordinating Supportive Service (SS) Issuances

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

6.23.7 SS Payments for Transportation and Ancillaries

6.23.7.1 Contractor shall ensure all requests for transportation and ancillary supportive services are offered to participants using only County required forms.

6.23.7.2 Contractor shall assess the appropriateness of the request, including exploring options in meeting the participant's needs. Contractor shall 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.

6.23.7.3 Contractor shall, upon receipt of a participant's request, determine eligibility, and calculate and approve public transportation authorization within two (2) business days, as stated in existing policy. Contractor shall make appropriate referrals to the review team that involves the CIA process, within two (2) business days. CIA staff is to review all ancillary/work-related expense payment requests and make the final approvals.

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

6.23.8 Child care supportive services for CalWORKs participants is available for twelve (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 child care services. RCM staff must confirm that child care has been secured before mandating participation in WtW activities. RCMs cannot take a negative action due to non-participation in the WtW program until child care is secured. Contractor must follow current policy and procedure for child care supportive services.

6.23.8.1 Contractor shall ensure all requests for child care services are offered to CalWORKs-eligible participants using County required forms and properly document the offer in CalSAWS or the current system.

6.23.8.2 Contractor shall timely/same day refer participants with child care needs to the appropriate Resource and Referral/Alternative Payment Program (R&R/APP) agency designated by County to establish child care arrangements, as needed.

6.23.8.3 Contractor shall assist the participants to resolve any subsequent child care problems and work with the participants, the R&R/APP agency, and the County to ensure that child care is not a barrier to employment or WtW activity engagement for participants.

6.23.8.4 Contractor shall document child care 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).

6.23.9 Professional Attire for Participants

6.23.9.1 Contractor shall provide information to the participants about appropriate attire for job interviews, work sites, and require the participants to attend activities dressed in work attire.

6.23.9.2 Contractor may assist the participants by requesting authorization for ancillary payments for clothing.

6.23.10 Supportive Service (SS) Overpayment/Underpayment

6.23.10.1 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 child care, transportation and/or ancillary supportive services.

6.23.10.2 Contractor shall 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 shall 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 shall 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 shall 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 shall complete all tasks and responsibilities pertaining to noncompliance contained in existing policy and any other procedural requirements issued by DPSS.
- 7.1.4 Contractor shall hold participants accountable for meeting their WtW plan and responsibilities. Contractor shall assist the participant by any reasonable means to ensure the participant remains in compliance with program expectations.
- 7.1.5 Contractor shall recommend initiating non-compliance on a participant who fails or refuses to comply with mandatory appointments or other requirements.
- 7.1.6 Contractor shall promptly notify the participant and the designated CIA staff within time limits prescribed by 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. Contractor shall notify designated CIA staff within the time limits set-forth in policy, should participant fail to provide good cause.

7.2.2 Good cause may be granted in 30-day intervals. Contractor shall 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 shall explain the good cause process to participants. Contractor shall 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 child care arrangements.

8.0 COORDINATING/MAINTAINING NETWORK/RESOURCES PROVIDED BY DPSS

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

8.2 Contractor shall 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 shall 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 shall attend community meetings/trainings when asked by DPSS.
- 8.2.1.2 Contractor shall cultivate active working relationships, at a minimum, with the following:
 - a) Local CalWORKs District and GAIN Regional
 - i. 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 shall 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 (2) 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 Monthly Management Report.

8.2.3 Linkages Service Coordination for Mutual Cases with Department of Children and Family Services (DCFS)

- 8.2.3.1 Contractor shall 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 shall 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 Services to Older Refugees (SOR) and submit proper documentation for claims after service delivery. Contingent upon continuous SOR funds, services under this Contract shall conclude no later than the termination of this Contract. 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) shall 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, shall 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 shall refer seniors to a certified agency for such services, but there shall 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 age 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 Contract if continuous SOR funding becomes available, or until funds are exhausted, whichever comes first. Contractor shall, at a minimum, provide SOR services on a weekly basis and as mentioned above in Subsections 7.2 through 7.7. 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 shall 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 shall 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 shall report outreach efforts on the MMR by the 15th calendar day following the report month.

- a) The Senior Networking and ESL Civics classes shall be provided by Contractor.
- b) Contractor that holds the appropriate certifications may provide 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 shall 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 shall complete the "For Office Use Only" portion and assist the applicant with completion of the form as needed. Once completed, the form shall 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 shall maintain a copy of the application confirmation receipt from USCIS in the participant's case file.
- 9.4.4 For all SOR services, Contractor shall 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 shall 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 shall obtain and maintain in case files proof of the refugee's DOE to the U.S.
 - 9.4.4.3 Contractor shall obtain and maintain in case files proof of the refugee's date of birth.
 - 9.4.4.4 Contractor shall ensure refugee is 60 years of age or older.
- 9.4.5 Prior to the beginning of SOR Senior Networking and ESL Civics classes, Contractor shall 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 shall 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 (4) numbers of participants' USCIS/Alien Number and, upon services rendered, the date application is submitted to the USCIS.
- 9.5.3 Contractor shall 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 shall 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 shall 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 shall gear ESL Civic class for beginning and/or intermediate English learners for the naturalization exam and shall reinforce English-language skills. Contractor shall provide information about U.S. history, government, civic engagement, and the naturalization process. Contractor shall 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 shall provide Senior Networking and ESL Civics classes which shall be a minimum of four (4) weeks and for at least four (4) weekly hours of individual or combined topic curricula. Monthly curricula, including class schedules, must be submitted for review and approval to the CCPM at least one (1) week prior to the

start of the SOR class. Curriculum must be provided on monthly basis to CCPM. 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 shall provide the needed materials. Contractor shall maintain receipts for items purchased on file for review and reporting purposes. Contractor shall 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 shall 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 Adjustment of Alien Status and Citizenship Application Services (AASCAS) is to provide eligible senior refugees with 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 shall 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 shall 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 shall submit applications to USCIS via U.S. mail with a request for a return receipt within two (2) workdays of completion. The application shall 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 shall set appointments with an eligible SOR senior within a reasonable amount of time, but no later than 10 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 shall provide AASCAS and the RCM shall document in the participant's case file the date of initial interview and subsequent dates when services are rendered. In addition, the RCM shall initial his/her comments on the documentation sheet. If a Contractor is not qualified to provide AASCAS, then the Contractor shall 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 shall be no expectation of additional compensation for referral-only/non-direct services for AASCAS.

9.7.5 Contractor Furnished Items:

Contractor shall 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 shall be inclusive of transportation resources; no additional payment will be made via the invoice claim process. Transportation resources shall be sufficient to cover the duration of participation in Senior Networking and ESL Civics classes and/or AASCAS. Contractor shall 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 offer of a \$20 stipend.

9.8.1 SOR Transportation Log

For purposes of program reporting, Contractor shall 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 shall be made available to the CCPM.

9.9 Invoice

Compensation for SOR services shall be on a monthly firm-fixed rate for each participant provided SOR services and shall be inclusive of transportation and class material resources; no additional payment will be made via the invoice claim process. Contractor shall report the number of seniors who were provided with SOR services on the SOR Monthly Invoice and provide applicable verification forms. Contractor shall track and submit on Exhibit B, Technical Exhibits, Exhibits B-28, B-29, and B-30 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 shall utilize the following forms when providing SOR Services:

1. SOR Request for Services and Enrollment Form, see Exhibit B, Technical Exhibits, Exhibit B-27.
2. SOR Senior Networking and ESL Civics Enrollment List, see Exhibit B, Technical Exhibits, Exhibit B-28.
3. SOR Senior Networking and ESL Civics Attendance Sheet, see Exhibit B, Technical Exhibits, Exhibit B-29.
4. SOR Adjustment of Alien Status and Citizenship Application Services Participant Sign-In Sheet, see Exhibit B, Technical Exhibits, Exhibit B-30.
5. SOR Transportation Log, see Exhibit B, Technical Exhibits, Exhibit B-32.
6. SOR Subject Materials Log, see Exhibit B, Technical Exhibits, Exhibit B-31.

10.0 GREEN INITIATIVES

- 10.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 10.2 Contractor shall 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 Contract includes three (3) 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 Contract, Subsection 8.1, Amendments.

11.2 Measures

Contractor shall adhere to the following Performance Outcome Measures:

- a) Participation Hours Rate (PHR) – Every month, Contractor shall achieve a monthly PHR for 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 shall meet the goal set annually by DPSS based on ORR rules.
- c) Participate in REP Within 30 Days from Date of Case Approval – Contractor shall have each participant participate in activity within 30 days from date of case approval.

11.3 Zero Tolerance

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

11.4 Determination of Performance

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

- a) Participation Hours Rate –shall be calculated for all participants in Contractor’s caseload by review of the REP Monthly Caseload Report. For those participants with no participation hours indicated in the report, the PHR shall be calculated manually from CalSAWS or the current system Customer Activities List page.
- b) Increased “Entered Employment” Rate – shall 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 – shall 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 shall 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 shall be responsible to provide and validate their records.
 - a) Appraisal Show Rate – Contractor shall have an Appraisal Show rate of 50 percent or higher.

- b) Reduced Percentage of Individuals Between Activities – Contractor shall ensure that the percentage of participants between activities for more than 30 days to be under five percent (5%). Contractor shall schedule all participants for their first and subsequent work activities with no lapses between activities.
- c) Unassigned Pool Rate – Contractor shall ensure the percentage of participants in the unassigned pool more than 30 days is at or below one percent (1%) of their total caseload.
- d) Timeliness of Supportive Services Authorization – Contractor shall ensure the RCM requests authorization of transportation and ancillary supportive services within two (2) workdays of request and receipt of necessary documents.
- e) CalWORKs Employment Rate – Contractor shall meet a performance outcome for employment. Achieve the target employment rate of 33% for CalWORKs participants.
- f) “Employed on the 90th Day” Rate – Contractor shall meet or exceed 90th day employment retention goal from the first day of employment based on current County Annual Outcome Goal Plan (AOGP).
- g) Contractor is required to update CalSAWS Journal or the current system. Contractor shall document attainment of the 90th Day for each participant who enters employment, regardless if the participant is receiving REP services.
- h) Cash Assistance Terminations Due to Employment – Contractor shall meet or exceed the goal based on current federal fiscal year (FFY) AOGP.
- i) Cash Assistance Reductions Rate – Contractor shall meet or exceed the reduction goal based on the current FFY AOGP.
- j) Tracking of WEX and CS – Contractor shall 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 shall meet a target employment placement rate of 33% on a semi-annual basis for all WEX assigned participants.
- l) Health Coverage – Contractor shall 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 shall scan, validate and upload case documents into CalSAWS Imaging Solution within five (5) 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 shall be made based on reports available through CalSAWS or the current system or shall be calculated manually and reported by Contractor.
- 11.5.5 Monitoring sources are subject to change according to need and at 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 below Performance Requirements Summary 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 County will exercise a contract term extension option.
- 11.6.2 Introduction
 - 11.6.2.1 The Performance Requirements Summary (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 Contract, including the Statement of Work (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 Contract and this PRS, the meaning apparent in SOW and Contract will normally prevail, as that is the intention of County. If any required service or standard seems to be created in this PRS which is not set forth in the Contract or SOW, that apparent required service or standard will not be a requirement on Contractor and will not be the basis of the assignment of any points, unless it is clarified in the Contract.

11.6.2.3 However, it is the responsibility of Contractor to point out any such inconsistencies at the time of finalization of the Contract. If any discrepancies are not resolved in the final Contract, then the CCA will determine the interpretation and clarification of the matter(s) as any arise during the Contract. 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 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 Contractor's responsibility to provide the services set forth in this Contract and SOW, which are summarized in the PRS.

11.6.3 Description of PRS Chart

The PRS Chart is set forth in this SOW, Subsection 9.3. The Performance Requirements Summary Chart does the following:

- a) List the Sections Referenced in the Contract 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 County will use to evaluate Contractor's performance in meeting the Contract 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 Contract terms and AQLs according to the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate Contractor's performance, including, but not limited to:

- a) Random sampling.
- b) 100 percent (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 Contractor 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 shall 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) Acceptable Quality Level (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 Contract Discrepancy Report (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 shall 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 (5) 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 (10) 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 Contract, 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 9.3, Performance Requirements

Summary Chart.

- c) Reduce, suspend or terminate this Contract 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 (10) business days shall 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, shall be credited to County. This Section does not preclude County's sole right to terminate the Contract upon ten (10) days written notice with or without cause, as provided for in this Contract, 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 more than three (3) errors. However, all errors shall be cited as part of the review and remedied by Contractor.

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 Contract	a. Requires that the QCP be submitted on the Contract start date; QCP shall be updated and re-submitted to the CCA for approval as changes occur. b. Contractor shall submit revisions to the CCA for review and approval within ten (10) business days of CCA's request.	95%	On-Site Monitoring Desk Monitoring Participant Complaints	\$25 per each occurrence of (a) untimely submission of plan or (b) failure to comply with plan.

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
2.	SOW Section 2.0, Subsection 2.2	Virtual Private Network	Ensures that Contractor maintains a secure data environment by requiring Contractor to complete the appropriate user agreements for access to the County network, and for Contractor to notify County when an employee has been terminated or put on extended leave, within three (3) business days of termination or leave start date.	100%	On-site monitoring Desk Review	\$25 per day of untimely notification to County of a user's termination or extended leave.
3.	SOW Section 3.0, Subsection 3.26	Hours of Operation	At a minimum provide services eight hours per day, between 8am and 5pm, Monday through Friday, except County Holidays.	100%	User compliant On-Site review	\$50 per day of failure to maintain required hours
4.	SOW Section 3.0, Subsection 3.28	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 (5%) of Contractor's caseload. Completion of a monthly log showing Language Line usage.	100%	On-Site Review User Compliant(s)	\$50 per occurrence

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
5.	SOW, Section 3.0, Subsection 3.29	Customer Service Program consistent with County's vision	Contractor shall implement a customer service program that is consistent with 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 2 hours	95% 90% 100%	Telephone Survey On-Site Review User Complaint(s)	\$50 per occurrence
6.	SOW Section 3.0, Subsection 3.31	Requires Contractor to image all case documents utilizing CalSAWS Imaging Solution process	Contractor shall image all case documents in CalSAWS utilizing CalSAWS Imaging Solution within five (5) business days of receipt or completion.	95%	On-Site Review Case File Review	\$25 per document not imaged or not imaged timely.
7.	SOW Section 3.0, Subsection 3.36	Contractor shall submit the Monthly Management Report (MMR) by the fifteenth (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.

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
8.	SOW Section 3.0, Subsection 3.36	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, 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.
9.	SOW Section 3.0, Subsection 3.36, Subsubsections 3.36.3 & 3.36.4; Section 6.0, Subsection 6.19, Paragraph 6.19.4	CalSAWS or the current system update	Requires accurate updates of all program case changes to CalSAWS or the current system within one (1) workday.	95%	Case Review, CalSAWS or the current system.	\$25 per occurrence
10.	SOW Section 5.0, Subsection 5.11	Offering Post Time-Limited (PTL) Services.	Requires 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	\$25 Per occurrence
11.	SOW Section 6.0, Subsection 6.1. Paragraph 6.1.2	Family Stabilization (FS) screening by utilizing the Online CalWORKs Appraisal Tool (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	\$25 per occurrence of (a) not conducting the appraisal, or (b) not making a timely referral when a need is identified.

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
12.	SOW Section 6.0, Subsection 6.15	Offering Post Employment Services (PES)	Requires Contractor to timely offer PES to employed participants who meet eligibility criteria and document the offer appropriately.	97%	Case Review, CalSAWS or the current system	\$25 per occurrence
13.	SOW Section 6.0, Subsection 6.6.8	Ensure participants are evaluated for learning disabilities appropriately and timely as specifically outlined in the SOW.	Requires that 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	\$25 per occurrence of (a) not conducting the evaluation, or (b) not making a timely referral when a need is identified.
14.	SOW Section 6.0, Subsection 6.6 Exhibit B, Technical Exhibits, Exhibit B-1 (Link 3), REP/GAIN Online Policy	Making appropriate referrals to Vocational Assessment,	a.) Requires that Contractor refer participants who have not-obtained employment to vocational assessment. b.) Record and file assessment results. c) Amend the employment plan consistent with assessment results.	95%	Case Review, CalSAWS or the current system	a.\$25 for each referral violation b. \$25 failure to maintain vocational assessment results c. \$15 for each failure to reassess employment plans consistent with assessment results..

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	Specialized Supportive Services (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 twenty-four 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	\$25 per each occurrence of (a) not properly conducting the screening or (b) not making a timely referral when a need is identified.
16.	SOW Section 6.0, Subsection 6.19, Paragraph 6.19.4	Participant Contacts	Contractor shall 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.	\$25 per occurrence
17.	SOW Section 6.0, Subsection 6.19, Paragraph 6.19.4	Employment Verification data	Requires Contractor to accurately verify employment in CalSAWS or the current system.	95%	Case Review, CalSAWS or the current system	\$25 per occurrence

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 6.19, Paragraph 6.19.4, Subparagraph 6.19.4.12	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	\$25 per occurrence
19.	SOW Section 6.0, Subsection 6.23, Subsubsection 6.23.8	Contractor shall 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 child care arrangements, referrals and assistance given to Participant. Scans the completed Child care 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	\$25 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.
20.	SOW Section 6.0, Subsection 6.23, Subsubsection 6.23.7	Transportation and ancillary services	Requires Contractor to ensure transportation and ancillary services are authorized timely – referral, with all completed documents, shall be made to CIA within two workdays.	97%	Case Review, CalSAWS or the current system	\$25 Per occurrence

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
21.	SOW Section 6.0, Subsection 6.19, Subsubsection 6.19.4, Paragraph 6.19.4.14	Document attainment of the 90th day for each participant who enters employment, regardless if 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	\$25 per occurrence
22.	SOW Section 11.0, Subsection 11.6.6	Contract Discrepancy Report (CDR)	Ensures that the Contract Manager responds to a formal contract discrepancy report within 5 business days and submits a corrective action plan within 10 business days.	100%	Ongoing Site Monitoring and Desk Review	\$25 per untimely response
23.	Contract Section 5.0, Subsection 5.11	Expenditure Report on Contract Revenues	Requires an Expenditure Report submission on Contract revenue versus expenditures for each fiscal year must be submitted to DPSS CAM no later than July 31st following the end of each fiscal year and no later than one month after the end of the Contract term.	100%	Receipt of Expenditure Reports	\$50 for each day after July 31st of any fiscal year and after the one month of the end of the Contract term.
24.	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 shall 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.

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
25.	Contract Section 7.0, Subsection 7.5	Background and Security Investigations	All Contractor staff performing REP work shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract.	100%	On-Site Review Desk Monitoring Record Inspection	\$50 per each occurrence.
26.	Contract Section 7.0, Subsection 7.6	Confidentiality	The Contractor shall 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	\$50 Per occurrence

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
27.	Contract Section 7.0, Subsection 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 his/her 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 his/her 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	\$50 Per occurrence

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WELFARE-TO-WORK POLICIES AND REGULATIONS

- Link 1. **California CDSS Chapter 42-700 Welfare-To-Work**
<http://www.cdss.ca.gov/Portals/9/Regs/6EAS.pdf?ver=2018-01-02-144659-983>

- Link 2. **Office of Refugee Resettlement Documentation Guide dated October 2, 2015**
<https://www.acf.hhs.gov/orr/resource/status-and-documentation-requirements-for-the-orr-refugee-resettlement-program>

- Link 3. **GAIN/REP/CalWORKs Online Policy**
<http://epolicy.dpss.lacounty.gov/epolicy/server?prj=ePolicyMaster&area=general&type=responsivehelp&tpc=Introduction.htm>

- Link 4. **Job Development Website**
http://dpss.lacounty.gov/wps/portal/dpss/main/business/employer-services/job-development-team!/ut/p/b1/hc3LDolwEAXQLzLzLVDaJSRQqa08TFC6MZgYQgS6MX6_4MpnnNVMcuZesNAEAREe8bmAA9ipvfVde-3d1A7LbdKxRUSZxzsqEy_BiDFdilpSXulMmmeApk4xq4hnYhlSXpN_wpsN7jTXLUH-4g_ZD0A_pgIPxK4Wup0oEJfEWTsHUg9r1FexBtVI-qbhO3ajWcY7cAvfba6A0aOtu0!/dl4/d5/L2dJQSEvUUt3QS80SmtFL1o2X0YwMDBHT0JTMkdFM0UwQTY2TFA5UjlyOFE3/

- Link 5. **Electronic Document Management System (EDMS) GAIN Imaging**
<http://intra.dpss.lacounty.gov/dpss/doclibrary/pdf/AD/AR%205553.pdf>

- Link 6. **Notification Of GAIN Paper Case Destruction Implementation**
<http://intra.dpss.lacounty.gov/dpss/doclibrary/pdf/BWS-CO/BWS%20CO%2017-007%20Revised%20.pdf>

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>		
<table border="1"> <tr> <td>PARTICIPANT SIGNATURE</td> <td>DATE</td> </tr> </table>	PARTICIPANT SIGNATURE	DATE
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:

☐ Mental Health

☐ 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.:
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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

DEPARTMENT OF PUBLIC SOCIAL SERVICES

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 <small>(PRINT PARTICIPANT NAME)</small> 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 <small>(PRINT PARTICIPANT NAME)</small> 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 8135 (Rev.02/2010)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Identification of Participant with Specialized Supportive Services Needs

TO:

DISTRICT:

ATTN: Eligibility Supervisor/Worker

FROM:

GSW/CCM/RCM:

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 ____/____/____

☐ Substance Use Disorder ☐ Mental Health ☐ Family Preservation ☐ Family Reunification ☐ Family Maintenance

☐ Domestic Violence (DV) Case Management ☐ DV Family Law ☐ DV Immigration Law
(Attach PA 1913)

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)
 - ☐ Monthly or less (1 point)
 - ☐ 2 to 4 times a month (1 point)
 - ☐ 2 to 3 times a week (3 points)
 - ☐ 4 to 5 times a week (4 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)
 - ☐ 1 to 2 drinks (1 point)
 - ☐ 3 to 4 drinks (1 point)
 - ☐ 5 to 6 drinks (2 points)
 - ☐ 7 to 9 drinks (3 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)
 - ☐ Less than Monthly (1 point)
 - ☐ Monthly (2 points)
 - ☐ Weekly (3 points)
 - ☐ Daily, or almost daily (4 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 6140A (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.
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<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 would like to be referred for domestic violence services.</p> <p><input type="checkbox"/> I am currently receiving domestic violence services.</p> <p><input type="checkbox"/> At this time, I do not 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: _____ Date: _____</p>	
<p align="center">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: _____ Title: _____ Date: _____</p>	

PA 1913 (Rev. 02/01/18)

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

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: _____

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 48 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

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Fifth District

This brochure is available in Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese.

CAL-3 Rev. 12/29/16



County of Los Angeles
Department of Public Social Services

CalWORKs Specialized Supportive Services for Victims of Domestic Violence



**We Can Help You
Have The
Life You Want!**

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 (REP), you may get extra money to help you pay for childcare, transportation, tools, uniforms, 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 48-month clock on cash aid:** The 48-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 the father of your child 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

Provider #1 Stamp:

Contact Name: _____ Title: _____

Phone: _____ Signature _____ Date: _____

☐ I still need ☐ transportation ☐ child care and/or ☐ other services

☐ I am requesting to begin receiving ☐ transportation ☐ child care and/or ☐ other services

One Stamp per
Provider

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

Provider #2 Stamp:

Contact Name: _____ Title: _____

Phone: _____ Signature _____ Date: _____

☐ I still need ☐ transportation ☐ child care and/or ☐ other services

☐ I am requesting to begin receiving ☐ transportation ☐ child care and/or ☐ other services

One Stamp per
Provider

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														
A	Provider: Valley College																							
	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: Jane Doe										Title: CalWORKs Coordinator													
	Phone: (888) 891-8923										Signature: Jane Doe Date: 1/31/09													
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: 5px; display: inline-block;">One Stamp per Provider</div> <div style="border: 1px solid black; padding: 5px; display: inline-block; 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.
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GN 6365 Back (7/14)

In-House Job Search Activities

Participant Name	Worker ID #	Case Number	Business Services Specialist Name
Service Date:	Start Time:	End Time:	Services Provided
Comments			
Total Time (HH:MM)		:	
Service Date:	Start Time:	End Time:	Services Provided
Comments			
Total Time (HH:MM)		:	
Service Date:	Start Time:	End Time:	Services Provided
Comments			
Total Time (HH:MM)		:	
Service Date:	Start Time:	End Time:	Services Provided
Comments			
Total Time (HH:MM)		:	
Service Date:	Start Time:	End Time:	Services Provided
Comments			
Total Time (HH:MM)		:	

Verified by: _____ <div style="text-align: center;">(Print Name/Title)</div> Verified by: _____ <div style="text-align: center;">(Signature)</div>	Date: _____ Phone Number: _____
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GN 6367 (Revised 5/28/19)

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		
	Date	Start Time	Finish Time	# of Hours
Weekly Hour Requirement		Total Weekly Hours		

Week 2 <small>Enter Day of the Week</small>	Week Start Date	Week End Date		
	Date	Start Time	Finish Time	# of Hours
Weekly Hour Requirement		Total Weekly Hours		

Week 3 <small>Enter Day of the Week</small>	Week Start Date	Week End Date		
	Date	Start Time	Finish Time	# of Hours
Weekly Hour Requirement		Total Weekly Hours		

Week 4 <small>Enter Day of the Week</small>	Week Start Date	Week End Date		
	Date	Start Time	Finish Time	# of Hours
Weekly Hour Requirement		Total Weekly Hours		
Total Hours				

Hours Verified by: _____
(Print Name and Title)

Date: _____

Signature: _____

Phone Number: _____

GN 6367-1 (Revised 05/28/19)

Employer Contact Daily Log

Job Search Date (MM/DD/YY): _____

Month / Year: _____		Required Hours / Day: _____		Participant Name: _____ Case Number: _____		Date Received by Participant: _____	
Job Search Time Travel Time (Hours:Min) Start Time End Time		Employer Name and Address If a job search, resume, and/or application is submitted online, attach an email verification.		Contact Person or Website Address		Actions Taken at Each Job Location or Online	
Travel Time Used No Travel Allowed from home		Employer Name and Address		Name or Website:		County Use Only Business Services Specialist (BSS) Job Validation Required (In-Person Job Search, complete after confirming with employer.)	
Start:		Job Title/ Position		Title:		You must <input checked="" type="checkbox"/> check	
End:		See Attached Verification: Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone Number:		Yes No	
Travel Time Used:		Employer Name and Address		Name or Website:		1. Was a job application and/or resume submitted?	
Start:		Job Title/ Position		Title:		2. Were you interviewed?	
End:		See Attached Verification: Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone Number:		3. Did you complete an employment questionnaire or test?	
Travel Time Used:		Employer Name and Address		Name or Website:		1. Was a job application and/or resume submitted?	
Start:		Job Title/ Position		Title:		2. Were you interviewed?	
End:		See Attached Verification: Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone Number:		3. Did you complete an employment questionnaire or test?	
Travel Time Used:		Employer Name and Address		Name or Website:		1. Was a job application and/or resume submitted?	
Start:		Job Title/ Position		Title:		2. Were you interviewed?	
End:		See Attached Verification: Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone Number:		3. Did you complete an employment questionnaire or test?	
Travel Time Used:		Employer Name and Address		Name or Website:		1. Was a job application and/or resume submitted?	
Start:		Job Title/ Position		Title:		2. Were you interviewed?	
End:		See Attached Verification: Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone Number:		3. Did you complete an employment questionnaire or test?	
Travel Time Used:		Employer Name and Address		Name or Website:		1. Was a job application and/or resume submitted?	
Start:		Job Title/ Position		Title:		2. Were you interviewed?	
End:		See Attached Verification: Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone Number:		3. Did you complete an employment questionnaire or test?	
Travel Time Used:		Employer Name and Address		Name or Website:		1. Was a job application and/or resume submitted?	
Start:		Job Title/ Position		Title:		2. Were you interviewed?	
End:		See Attached Verification: Yes <input type="checkbox"/> No <input type="checkbox"/>		Phone Number:		3. Did you complete an employment questionnaire or test?	
Participant Signature: _____		Date: _____		Countable Job Search Hours (HH:MM)=		_____	
County Use Only Verified by: _____		Signature: _____		Position: _____		Phone Number: _____	
(Print Name)							

INSTRUCTIONS FOR COMPLETING THIS FORM
(Print Clearly)

PARTICIPANT

Completes the following sections (sample on right side):

- ✓ **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: travel time from home to the first job search site, travel time from last job search site back home at the end of the day, and 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.
- ✓ **Employer Name and Address-** For online job search and application, the website should be added to Contact Person or Website Address. An email verification must be attached to the GN 6367-3 form.
- ✓ **Job Title/Position-** Enter the title of the position for which an application was submitted.
- ✓ **See Attached Verification-** Mark an applicable selection (email confirmation of application must be attached for all online job search entries).

NOTE: Online Verification **must include** but is not limited to: participant name/personal mail Address, prospective employer or job search engine name, job search date and time, and confirmation number.
- ✓ **Contact Person-** Name, title and phone number of the person receiving the employment application/resume/inquiry or **Website Address** information (for online applications).
- ✓ **Action Taken at Each Location or Online-** Complete section by responding Yes or No to questions #s 1-3.
- ✓ **Participant Signature-** Participant signs and dates certifying the completion of Employer Contact Daily Log.

Employer Contact Daily Log

Job Search Date (MM/DD/YY): 5/9/19

Job Search Time Travel Time (Hours: Min) Start Time End Time	Employer Name and Address if a job search, resume, and/or application is submitted online, attach an email verification.	Contact Person or Website Address	Actions Taken at Each Job Location or Online	
			You Must <input checked="" type="checkbox"/> Check	Yes No
Travel Time Used No Travel Time allowed from home.	Employer Name and Address	Name or Website:	1. Was a job application and/or resume submitted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Start: 9:00 AM	Job Title/ Position Office Clerk	Indeed.com Title:	2. Were you interviewed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
End: 9:30 AM	See Attached Verification: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Phone Number:	3. Did you complete an employment questionnaire or test?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Travel Time Used: None	Employer Name and Address Taco Bell 222 Rosemead Blvd El Monte, CA. 91731	Name or Website: James West	1. Was a job application and/or resume submitted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Start: 9:45 AM	Job Title/ Position Cashier	Title: Manager	2. Were you interviewed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
End: 10:00 AM	See Attached Verification: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Phone Number: (909) 123-4567	3. Did you complete an employment questionnaire or test?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Travel Time Used: 15 Min.	Employer Name and Address Twinkle Tots 444 Valley Blvd El Monte, CA 91731	Name or Website: Tommy Lee	1. Was a job application and/or resume submitted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Start: 10:15 AM	Job Title/ Position Sales Assistant	Title: Owner	2. Were you interviewed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
End: 11:00 AM	See Attached Verification: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Phone Number: (888)111-2222	3. Did you complete an employment questionnaire or test?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Travel Time Used: None (lunch)	Employer Name and Address	Name or Website: Walmart.com	1. Was a job application and/or resume submitted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Start: 12:00 PM	Job Title/ Position Sales Associate	Title:	2. Were you interviewed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
End: 12:30 PM	See Attached Verification: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Phone Number:	3. Did you complete an employment questionnaire or test?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Travel Time Used: None	Employer Name and Address Goodwill 1555 W. Nelson El Monte, CA 91731	Name or Website: Zoey Jones	1. Was a job application and/or resume submitted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Start: 1:00 PM	Job Title/ Position Assistant Manager	Title: Owner	2. Were you interviewed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
End: 1:45 PM	See Attached Verification: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Phone Number: (999) 888-7777	3. Did you complete an employment questionnaire or test?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Participant Signature: <u>Jane Doe</u> Date: <u>5/9/19</u>				

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 in order to talk to a mental health professional.

(Participant's name)

(Participant's signature)

(Date)

Part II

WAIVER OF CLINICAL ASSESSMENT

Case Number: _____

I, _____, have been informed that I can receive mental health 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 name)

(Participant's signature)

(Date)

GSW/CCM/RCM Name: _____

File Number: _____

Date: _____

GN 6372 (02/2010)

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES

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.

<p>_____ Signature of Applicant/Participant</p> <p>_____ Signature of Eligibility Worker/GAIN Services Worker/CCM</p>	<p>_____ Date</p> <p>_____ Date</p>	<p>Case Name: _____</p> <p>Case Number: _____</p> <p>File Number: _____</p>
---	---	---

Filing Instructions: (Retain Permanently)
 Original (White): Left side Activity Folder
 First Copy (Yellow): Applicant/Participant
 Second Copy (Pink): R&R/APP

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

**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.

**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: _____

WELFARE-TO-WORK PLAN RIGHTS AND RESPONSIBILITIES

PARTICIPANT NAME

CASE NAME

CASE NUMBER

WORKER ID

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.

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 at anytime regarding your participation in Welfare-to-Work from your local legal aid or welfare rights office by calling () PHONE NUMBER.

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.

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:

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

WELFARE-TO-WORK PLAN ACTIVITY ASSIGNMENT

PARTICIPANT NAME:		<input type="checkbox"/> Initial Activity Assignment
CASE NAME:		<input type="checkbox"/> Amendment # _____
CASE NUMBER:	I.D. NUMBER:	
WELFARE-TO-WORK WORKER'S NAME:		

- ☐ **Mandatory participant:** I must do the 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 and finish the 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. The time I am volunteering will not count towards my Welfare-to-Work 24-Month Time Clock.
- ☐ **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.

ACTIVITIES: Fill out ONE side only. Fill out the left side for plans meeting CalWORKs Welfare-to-Work 24-Month Time Clock activities. Fill out the right side for plans meeting federal work activities.

CalWORKs Welfare-to-Work 24-Month Time Clock (No core activity requirements)	Federal Work Activities Core Activities
<input type="checkbox"/> Unsubsidized employment for ____ hours	<input type="checkbox"/> Unsubsidized employment for ____ hours
<input type="checkbox"/> Self-employment for ____ hours	<input type="checkbox"/> Self-employment for ____ hours
<input type="checkbox"/> Subsidized private or public sector employment for ____ hours	<input type="checkbox"/> Subsidized private or public sector employment for ____ hours
<input type="checkbox"/> Grant-based on-the-job training for ____ hours	<input type="checkbox"/> Grant-based on-the-job training for ____ hours
<input type="checkbox"/> Work study for ____ hours	<input type="checkbox"/> Work study for ____ hours
<input type="checkbox"/> Work experience for ____ hours	<input type="checkbox"/> Work experience for ____ hours
<input type="checkbox"/> Community service for ____ hours	<input type="checkbox"/> Community service for ____ hours
<input type="checkbox"/> Vocational education for ____ hours	<input type="checkbox"/> Vocational education (12-month lifetime limit) for ____ hours
<input type="checkbox"/> On-the-job training for ____ hours	<input type="checkbox"/> On-the-job training for ____ hours
<input type="checkbox"/> Job search and job readiness for ____ hours	<input type="checkbox"/> Job search and job readiness (Per established time limits) for ____ hours
<input type="checkbox"/> Mental health services for ____ hours	<input type="checkbox"/> Mental health services for ____ hours
<input type="checkbox"/> Substance abuse services for ____ hours	<input type="checkbox"/> Substance abuse services for ____ hours
<input type="checkbox"/> Domestic abuse services for ____ hours	<input type="checkbox"/> Domestic abuse services for ____ hours
<input type="checkbox"/> Supported work and transitional employment for ____ hours	<input type="checkbox"/> Providing child care to a community service program participant for ____ hours
<input type="checkbox"/> Job skills training directly related to 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"/> Education directly related to employment for ____ hours	
<input type="checkbox"/> Adult basic education for ____ hours	
<input type="checkbox"/> Participation required by school to ensure child's attendance for ____ hours	
<input type="checkbox"/> Other activities necessary to assist in obtaining employment for ____ hours	
Total Hourly Requirements	Non-Core Activities
	<input type="checkbox"/> Job skills training directly related to employment for ____ hours
	<input type="checkbox"/> Satisfactory attendance in a secondary school or in a general educational development course for ____ hours
	<input type="checkbox"/> Education directly related to employment for ____ hours
	Activities Not Meeting Federal
	<input type="checkbox"/> Other activities necessary to assist in obtaining employment for ____ hours
	Total Hourly Requirements
	<input type="checkbox"/> I understand that in order for this plan to meet federal participation requirements, and not count towards my Welfare-to-Work 24-Month Time Clock, each week I must complete:
	<input type="checkbox"/> At least 20 hours of which 20 must be core hours.
	<input type="checkbox"/> At least 30 hours of which 20 must be core hours.
	<input type="checkbox"/> At least ____ hours of my family's 35-hour requirement of which ____ core hours meet my family's 30-core hour requirement. _____ (Initial and date)
	OR
	<input type="checkbox"/> I do not have any months left on my Welfare-to-Work 24-Month Time Clock. Each week I must complete the hours below or my aid will be lowered.
	<input type="checkbox"/> At least 20 hours of which 20 must be core hours.
	<input type="checkbox"/> At least 30 hours of which 20 must be core hours.
	<input type="checkbox"/> At least ____ hours of my family's 35-hour requirement of which ____ core hours meet my family's 30-core hour requirement. _____ (Initial and date)

I understand that this plan will count toward my Welfare-to-Work 24-Month Time Clock unless it is later determined that I met federal participation requirements. Each week I must complete:

- ☐ At least 20 hours.
- ☐ At least 30 hours.
- ☐ At least ____ hours of my family's 35-hour requirement.
- _____ (Initial and date)

ACTIVITY, LOCATION, SCHEDULE, AND HOURS

PAGE 2 OF 4

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 the county pays for supportive services that are more than what I needed to participate in Welfare-to-Work, I will have to pay the county back.

I need the following supportive services:

- ☐ Child Care
 - ☐ 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)
- ☐ Ancillary (other, 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)
- ☐ 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 _____. 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 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 fiscal year.	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 fiscal year.	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 fiscal year.	REP Monthly Caseload Report, CalSAWS/current system or manually tracked.

***Note:**

1. Should the Contractor's average cumulative performance for the fiscal year 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 fiscal year will be assessed.
2. Should the Contractor's average cumulative performance for the fiscal year 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 fiscal year will be assessed
3. Should the Contractor's average cumulative performance for the fiscal year 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 fiscal year 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	79	18.54%
Argentina	1	0.23%
Armenia	56	13.15%
Azerbaijan	3	0.70%
Burma	3	0.70%
Cameroon	1	0.23%
China	2	0.47%
Cote d'Ivoire (Ivory Coast)	1	0.23%
Cuba	4	0.94%
Egypt	19	4.50%
El Salvador	34	8.00%
Ethiopia	3	0.70%
Guatemala	11	2.60%
Honduras	7	1.64%
India	2	0.47%
Iran	99	23.24%
Iraq	9	2.11%
Kazakhstan	8	1.87%
Kuwait	1	0.23%
Lebanon	1	0.23%
Mexico	11	2.60%
Moldova	2	0.47%
Mongolia	1	0.23%
Morocco	1	0.23%
Nepal	1	0.23%
Nicaragua	8	1.87%
Pakistan	2	0.47%
Russia	21	4.93%
Saudi Arabia	1	0.23%
Sri Lanka	1	0.23%
Syria	14	3.29%
Tunisia	1	0.23%
Uganda	3	0.70%
Ukraine	8	1.87%
Uzbekistan	2	0.47%
Venezuela	2	0.47%
Vietnam	3	0.70%
Total	426	100.00%

Source: REP Caseload Ad Hoc Report – All Program Eligible Refugees in Los Angeles County, February 2021

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.

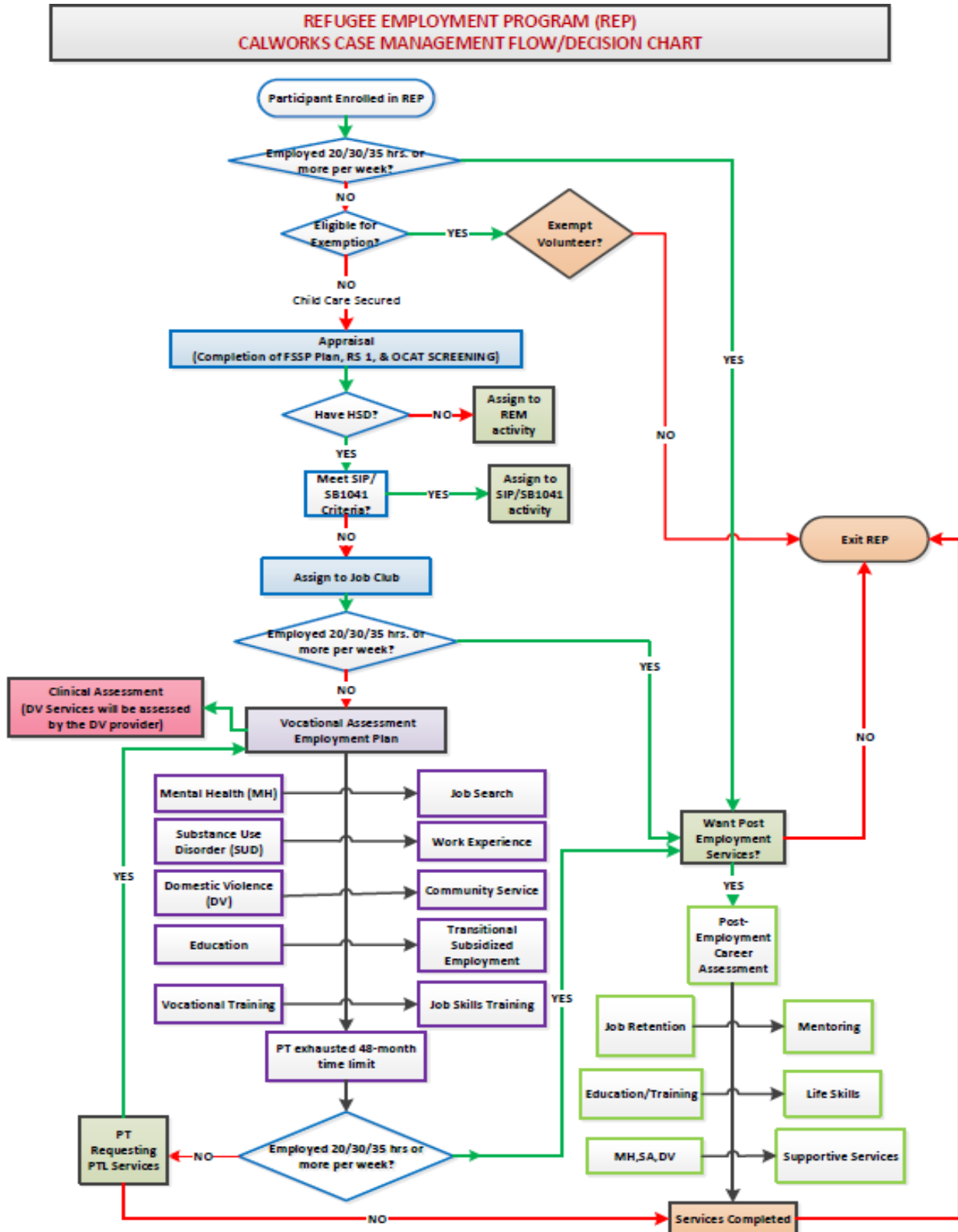
Zip Code	Case Count	City
90001	1	Los Angeles
90004	2	Los Angeles
90005	2	Los Angeles
90006	1	Los Angeles
90007	1	Los Angeles
90010	1	Los Angeles
90015	1	Los Angeles
90016	3	Los Angeles
90017	2	Los Angeles
90018	1	Los Angeles
90023	1	Commerce
90024	1	Los Angeles
90025	2	West Los Angeles
90026	2	Los Angeles
90028	4	West Los Angeles
90029	1	Los Angeles
90031	2	Los Angeles
90033	1	Los Angeles
90036	1	Mid-Wilshire
90037	1	South Los Angeles
90038	8	Los Angeles
90044	3	Los Angeles
90046	1	West Hollywood
90047	6	South Los Angeles
90048	2	West Los Angeles
90057	7	Downtown Los Angeles
90062	1	Los Angeles
90064	1	Los Angeles
90077	1	Los Angeles
90211	2	Beverly Hills
90212	1	Beverly Hills
90222	3	Compton
90240	4	Downey
90247	2	Gardena
90248	2	Los Angeles
90249	1	Gardena
90250	3	Hawthorne
90260	2	Lawndale
90270	2	Maywood
90275	2	Rancho Palos Verdes
90278	1	Redondo Beach
90280	2	South Gate
90291	2	Venice
90301	1	Inglewood
91302	1	Inglewood
90501	3	Torrance

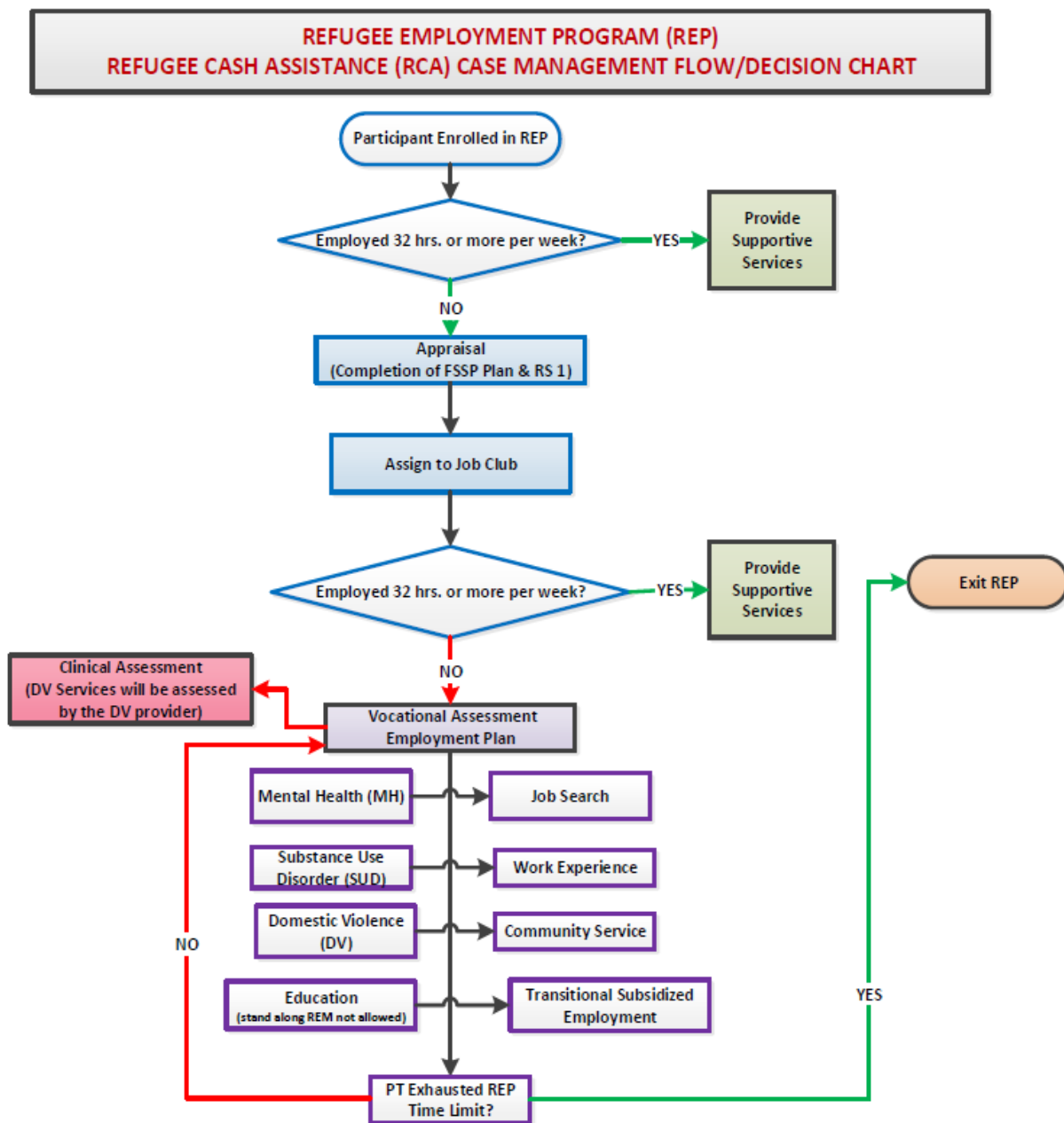
Zip Code	Case Count	City
90503	3	Torrance
90504	2	Torrance
90650	1	Norwalk
90710	3	Harbor City
90717	2	Lomita
90723	2	Paramount
90731	1	San Pedro
90744	2	Wilmington
90806	2	Long Beach
90807	1	Long Beach
90814	1	Long Beach
91001	1	Altadena
91006	1	Arcadia
91020	2	Montrose
91030	2	South Pasadena
91042	11	Tujunga
91104	2	Pasadena
91106	1	Pasadena
91107	4	Pasadena
91201	21	Glendale
91202	13	Glendale
91203	8	Glendale
91204	10	Glendale
91205	25	Glendale
91206	13	Glendale
91207	1	Glendale
91208	4	Glendale
91214	6	La Crescenta
91303	4	Canoga Park
91304	9	Canoga Park
91306	5	Winnetka
91311	4	Chatsworth
91316	5	Encino
91324	1	Northridge
91325	3	Northridge
91326	4	Los Angeles
91331	3	Pacoima
91335	23	Reseda
91343	9	North Hills
91344	3	Granada Hills
91352	1	Sun Valley
91356	7	Tarzana
91364	4	Woodland Hills
91367	6	Woodland Hills
91387	4	Canyon Country
91401	2	Van Nuys

Zip Code	Case Count	City
91402	4	Panorama City
91405	5	Van Nuys
91406	1	Van Nuys
91501	2	Burbank
91502	10	Burbank
91504	7	Burbank
91601	1	North Hollywood
91605	9	North Hollywood
91606	5	North Hollywood
91607	2	Valley Village
91702	1	Azusa
91706	1	Baldwin Park
91722	1	Covina
91723	2	Covina
91724	2	Covina
91731	2	El Monte
91732	1	El Monte
91733	1	El Monte
91740	1	Glendora
91744	2	La Puente
91748	3	Rowland Heights
91754	1	Monterey Park
91767	1	Pomona
91776	2	San Gabriel
91780	1	Temple City
92604	2	Irvine
92606	1	Irvine
92683	2	Westminster
92802	2	Anaheim
93535	1	Lancaster
93536	4	Lancaster
93550	7	Palmdale
93552	2	Palmdale
Total	426	

**Source: REP Caseload Ad Hoc Report - All Programs Eligible
Refugees in Los Angeles County, February 2021.**

Total Caseload 426 = 100%
REP Caseload 283 = 66.43%
SB 1041 126 (average) = 29.58%
TCVAP 17 (average) = 3.99%





(Place holder for GR & Non-Aided flowchart)

(Page 3 of 3)

CalWORKs EXEMPTION REQUEST FORM*PLEASE PRINT*

YOUR NAME		COUNTY USE ONLY	
ADDRESS STREET		CASE NAME	
CITY	ZIP	CASE NO.	
PHONE ()		COUNTY	OTHER ID NO.
QUESTIONS? ASK YOUR WORKER.		WORKER NAME	WORKER PHONE NO. ()

Most adults can only get 48 months (4 years) of cash aid from the CalWORKs program. Unless exempt, an individual is required to 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 48-month time limit, Welfare-to-Work 24-Month Time Clock and/or participation requirements. 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 24-Month Time Clock and 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? (Depending on the County, you may be exempt for 12 weeks to 6 months.)
- ☐ ☐ 4. Are you a full time volunteer in the Volunteers in Service to America (VISTA) Program?

YES NO CalWORKs 48-Month Time Limit, Welfare-to-Work 24-Month Time Clock and 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 48-month time limit, but not to the Welfare-to-Work 24-Month Time Clock or 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 (12/12) REQUIRED FORM - NO SUBSTITUTE PERMITTED

CalWORKs EXEMPTION REQUEST FORM (BACK)**Welfare-to-Work 24-Month Time Clock and Participation Exemptions**

You will not be required to participate in the Welfare-to-Work program and your Welfare-to-Work 24-Month Time Clock will stop 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 48-Month Time Limit Exemptions

A month of aid will not count against your CalWORKs 48-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.
- 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 48-month time limit, the Welfare-to-Work 24-Month Time Clock and participation requirements. You do not have to complete this form to get a waiver to the time limits. You may contact your worker to request a domestic abuse waiver.

- You will be told in writing whether or not you are exempt from the CalWORKs 48-month time limit, Welfare-to-Work 24-Month Time Clock and/or 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.

YOUR SIGNATURE

DATE

CalWORKs EXEMPTION DETERMINATION

CASE NAME	
CASE NO.	
COUNTY	OTHER ID NO.
WORKER NAME	

Questions? Ask your worker.

On _____, _____ asked for an exemption. The county made the following determination:

A. WELFARE-TO-WORK 24-MONTH TIME CLOCK AND PARTICIPATION EXEMPTION

1. ☐ This exemption is APPROVED. Reason for exemption: _____

Starting on _____, you are not required to participate in Welfare-to-Work and each month of aid for the period that your condition or circumstance lasts will not count toward your Welfare-to-Work 24-Month Time Clock. Your exemption will end on _____.

If your exemption should continue, you must provide information to show that it should continue before the ending date above, or you will be expected 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.

Your condition may be looked at again to see if you should continue to be exempt. If you are no longer exempt, you will be expected to participate in Welfare-to-Work and each month of aid may count toward the Welfare-to-Work 24-Month Time Clock.

2. ☐ This exemption is DENIED. Reason for denial: _____

You are required to participate in Welfare-to-Work and each month of aid may count toward your Welfare-to-Work 24-Month Time Clock. You will get a notice from the county telling you when to attend Welfare-to-Work activities and/or services.

B. CalWORKs 48-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 48-month time limit. Your exemption will end on _____.

If your exemption should continue, you must provide information to show that it should continue before the ending date above, or each month of aid will count toward your 48-month time limit.

Your condition may be looked at 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 48-month time limit.

2. ☐ This exemption is DENIED. Reason for denial: _____

Each month of aid will continue to count toward your CalWORKs 48-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: MPP 42-302.1, 42-302.2, 42-302.21, 42-302.3 - .34, 42-712, and Senate Bill 1041 (Chapter 47, Statutes of 2012).

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 (Food Stamps), 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 (Food Stamps) 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 (Food Stamps) 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 (Food Stamps)
☐ 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.)

NA BACK 9 (REPLACES NA BACK 8 AND EP 5) (REVISED 4/2011) - 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 _____ County about my:

- ☐ Cash Aid ☐ CalFresh (Food Stamps) ☐ 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:

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:

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:

☐ Citizenship Application Assistance or Referral _____

☐ Adjustment of Status(I-485) or Referral _____

☐ ESL Civics _____

☐ Senior Networking _____

☐ 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						
<p style="text-align: center;">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.)</p>						

* 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.

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)

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

COUNTY USE ONLY

COUNTY USE ONLY	
CASE NAME:	CASE NUMBER:
WORKER NAME:	WORKER NUMBER:

☐ 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.

NAME OF PATIENT/CLIENT (LAST, FIRST, MIDDLE)	SEX (CIRCLE) M F	BIRTH DATE - -	SOCIAL SECURITY NUMBER - -	AGE(S) OF CHILD(REN) IN HOME
--	-----------------------------------	---------------------	---------------------------------	------------------------------

☐ Physical Condition ☐ Mental Condition ☐ Other (Describe)

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

☐ Questions 1 through 5 ☐ Question 6 ☐ Question 7

1. 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.
2. Onset Date of Condition _____. The condition is ☐ Chronic ☐ Acute, expected to last until _____
3. Is the patient actively seeking treatment? ☐ YES ☐ NO Next appointment date _____
4. Is this person able to work? ☐ YES ☐ NO
If YES, how many hours per day? _____
5. Does this person have any limitations that affect his/her ability to work or participate in education or training? . ☐ YES ☐ NO
6. 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
7. Does the patient's condition require someone to be in the home to care for him/her? ☐ YES ☐ NO

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

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CalWORKs 48-MONTH TIME LIMIT EXTENDER REQUEST FORM

PLEASE PRINT

YOUR NAME		COUNTY USE ONLY	
ADDRESS	STREET	COUNTY	
CITY	ZIP	CASE NAME	
PHONE ()		CASE NO.	OTHER ID NO.
QUESTIONS? ASK YOUR WORKER.		WORKER NAME	

Beginning July 1, 2011, most adults cannot get aid for more than a total of 48 months (4 years) from the CalWORKs program. (This includes aid you got from other states' Federal Temporary Assistance for Needy Families (TANF) Programs on and after January 1998.) However, aid can be paid beyond the CalWORKs 48-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 48-MONTH TIME LIMIT EXTENDERS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Are you staying at home to take care of someone in the household who cannot take care of her/himself, which impairs you from working or participating in welfare-to-work activities? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. 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? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. 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? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. 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? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. 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 48-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. She/he must complete a separate request form. You can be extended on aid if the other adult(s) is not in your assistance unit and she/he has not received aid for 48 months.

PLEASE READ AND SIGN THE BACK OF THIS FORM.

CW 2190A (4/16) REQUIRED FORM - NO SUBSTITUTE PERMITTED

CalWORKs 48-MONTH TIME LIMIT EXTENDER REQUEST FORM

CalWORKs 48-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 48-month time limit, so you can be extended on aid. You do not have to complete this form to get a domestic abuse waiver or extender to the time limits. You may contact your worker to request a domestic abuse wavier.

- You will be informed whether or not you will be extended on aid and the reason why.
- You may be asked to give the county proof of your reason for requesting the extender.
- If you do not agree with the county, you may ask for a State hearing.
- Your condition may be evaluated again to determine if you can continue to be extended on aid.

YOUR SIGNATURE

DATE

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

COUNTY OF LOS ANGELES

**CalWORKs 48-MONTH TIME LIMIT
EXTENDER DETERMINATION FORM**

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

Questions? Ask your worker.

Date _____

On _____, a 48-month time limit extender was requested for _____.
(DATE) (NAME)

Based on the facts in your case, the county made the following decision.

1. ☐ The 48-month time limit extender is **APPROVED**. The county has found that you meet the rules to qualify for a time limit extender at this time. If you are currently getting cash aid, you will not be discontinued due to time limits. If you are not currently getting cash aid, you will receive a separate notice regarding your eligibility and any changes to your grant amount.

Starting on _____, your CalWORKs 48-month time limit will be extended and you will continue to get cash aid.

Your extender will end on _____.

Notify the county if the condition extending your CalWORKs 48-month time limit changes.

Reason for Approval: _____

2. ☐ The 48-month time limit extender is **DENIED**. You do not meet the rules to 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: _____

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: MPP Sections 42-302.1, 42-302.11, 42-302.12, 42-302.2, 42-302.3 - .34 and Senate Bill 72 (Chapter 8, Statutes of 2011).

CW 2190B (5/16) REQUIRED FORM - NO SUBSTITUTE PERMITTED

Page 1 of 1

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 9 (REPLACES NA BACK 8 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 _____

APPENDIX C

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

AND

(CONTRACTOR)

FOR

REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES

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UNIQUE EXHIBITS

EXHIBIT J-M - (INTENTIONALLY OMITTED)

EXHIBIT N - BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

EXHIBIT O - CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT P - ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

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- EXHIBIT LL - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES AND**

**_____
FOR
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES**

This Contract ("Contract") made and entered into this _____ day of _____, 2021 by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor". _____ is located at _____.

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 services 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 services; and

WHEREAS, this Contract 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, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, and KK 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Works (SOW)
- 1.2 Exhibit B - Statement of Work (SOW) Technical Exhibits
- 1.3 Exhibit C - Contractor's Budget
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractors Acknowledgement and Confidentiality Agreement
 - G-1 Contractor Acknowledgement and Confidentiality Agreement
 - G-2 Contractor Employee Acknowledgement and Confidentiality
 - G-3 Contractor Non-Employee Acknowledgement and Confidentiality
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - (Intentionally Omitted)
- 2.0 Exhibits J-M - (Intentionally Omitted)

- 2.1 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 2.2 Exhibit O - Charitable Contributions Certification
- 2.3 Exhibit P - Zero Tolerance Human Trafficking Policy Certification
- 2.4 Exhibit Q - Stop Human Trafficking Poster
- 2.5 Exhibit R - Compliance with Fair Chance Employment Hiring Practices
- 2.6 Exhibit S - Certification of No Conflict of Interest
- 2.7 Exhibit T - Familiarity with the County Lobbyist Ordinance Certification
- 2.8 Exhibit U - Attestation of Willingness to Consider GAIN/GROW/REAS Participants
- 2.9 Exhibit V - County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- 3.0 Exhibit W - Defaulted Property Tax Reduction Program: Ordinance
- 3.1 Exhibit X - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 3.2 Exhibit Y - IRS Notice 1015
- 3.3 Exhibit Z - Background and Resources: California Charities Regulations
- 3.4 Exhibit AA - Sample Monthly Invoices
- 3.5 Exhibit BB - Criminal Conviction Information Notice and Certification
- 3.6 Exhibit CC - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. PART 76)
- 3.7 Exhibit DD - Nepotism
- 3.8 Exhibit EE - Contractor's Non-Discrimination in Services Certification
- 3.9 Exhibit FF - Civil Rights Complaint – Contractor Form and Flowchart
- 4.0 Exhibit GG - Contractor's Certification of Office Location

- 4.1 Exhibit HH - Contractor Case Managers and Business Services Specialists Minimum Requirements and College Degree Acceptance
- 4.2 Exhibit II - CDSS 2019 Privacy and Security Agreement
- 4.3 Exhibit JJ - DHCS 2019 Medi-Cal Privacy and Security Agreement
- 4.4 Exhibit KK - Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)
- 4.5 Exhibit LL - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall 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 shall 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 REAS component. It must be issued in advance to prevent the Participants from using personal funds to finance transportation, child care, 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 REAS 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 **Asylees** – Individuals, who, on their own, travel to the United States, apply for and receive a grant of asylum. These individuals do not enter the United States as refugees. They may enter as students, tourists, businessmen or without documentation. Once they are in the United States, or at a land border or port of entry, they apply to the 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 United States. Individuals granted asylums are eligible for ORR assistance and services.
- 2.8 **Asylum** – The protection granted by a nation to a person who cannot return to their home country for fear of persecution.
- 2.9 **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.
- 2.10 **Barriers** – Personal or other problems/issues that interfere with participation, employment, job search and/or retention.
- 2.11 **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 end date. Every subsequent Baseline period will include a start date (the month following the previous fiscal year Baseline end date) and will have an end date of June 30th every County fiscal year after.
- 2.12 **Board of Supervisors** – The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.13 **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.

- 2.14 **Business Days** – Monday through Friday, excluding County observed holidays.
- 2.15 **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/REAS participants in finding employment by networking with local businesses to locate employment and refer GAIN/REAS participant to employers with job openings that match their qualifications as well as disseminating job opening information to County/Contracted GAIN/REAS case management staff.
- 2.16 **CalFresh Only Refugees** – Refugees that are receiving food stamps only. CalFresh is the new term of 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.
- 2.17 **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, will support approximately 40,000 users and serve over 8 million Californians to continue to provide eligibility determination, benefit computation, benefit distribution, case management, and reporting for many local/state/federal welfare programs.
- 2.18 **California Statewide Automated Welfare System (CalSAWS) Project** - A statewide project for automation of county welfare business processes in California. The project currently includes three (3) county-level consortia welfare systems and a state-level database to track CalWORKs/TANF time on aid. The three (3) 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.
- 2.19 **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.

- 2.20 **CalWORKs and GAIN Program Division (CGPD)** – The Division within DPSS assigned the responsibility for administration of the GAIN Program and the Refugee Employment and Acculturation Services (REAS). This Division may also provide technical assistance to Contractors, when necessary, to ensure that GAIN/CalWORKs program requirements are met.
- 2.21 **Caseload** – The number of cases assigned to a Contractor.
- 2.22 **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.
- 2.23 **Cause Determination** – An investigation of good cause when a Participant fails or refuses to meet program requirements.
- 2.24 **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.
- 2.25 **Compliance Plan** – A written plan developed during the Cause Determination interview to correct the instance of non-compliance.
- 2.26 **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.
- 2.27 **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 REAS Program, including the reporting of expenses and accruals through the end of the contract term.

- 2.28 **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.
- 2.29 **Contract Management Division (CMD)** – The former Division within the Los Angeles County Department of Public Social Services’ responsible for the Contract. CMD is now divided into the following divisions and have the following responsibilities.
- 2.29.1 **Contract Administration and Monitoring (CAM)**: The division responsible for the monitoring and maintenance of contracts and Delegated Authority Amendments after they have been executed by the Director of DPSS.
- 2.29.2 **Contract Development Division (CDD)**: The division responsible for the development of solicitations, procurement by negotiations, and Board Amendments.
- 2.30 **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.
- 2.31 **Contractor Contract Manager** – The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.32 **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 Board of Supervisors, the governing body of the County, or any duly authorized management representative as herein defined.
- 2.33 **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.
- 2.34 **County Contract Director (CCD)** – Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the CCA.
- 2.35 **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 of inspection any

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

- 2.36 **County Contract Program Monitor (CPM)** – Person with the responsibility to oversee the day to day activities of this Contract. Responsibility for inspection of any and all tasks, deliverables, good, services and other work provide by or on behalf of the Contractor.
- 2.37 **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 Office of Refugee Resettlement Discretionary grant funds allocated to counties by the Refugee Program Bureau.
- 2.38 **Cuban-Haitian Entrants** – As defined by the Office of Refugee Resettlement (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 United States 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.
- 2.39 **Date of Entry** – The date (as posted on the I-94 arrival record) in which refugees are eligible to begin receiving ORR Services. In regards to asylees, it represents the date in which asylum was granted and the month in which they can receive ORR services.
- 2.40 **Day(s):** – Calendar day(s) unless otherwise specified.
- 2.41 **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.

- 2.42 **Deregistration** – The closure of a case on LRS or current system. It may occur manually or automatically.
- 2.43 **Director** – The Director of DPSS, County of Los Angeles, or his/her designee.
- 2.44 **Educational Services** – Academic or vocational training components and/or activities that enhance the existing marketable skills of the REAS Participant. These program component/activities will lead to gainful employment.
- 2.45 **Electronic Document Management System (EDMS)** – System that enables the transition from a paper case environment to an electronic process. EDMS reduces inconsistencies, and assists in the creation, filing, retrieval, preservation and disposition of electronic documents. Documents placed in EDMS are stored in a secure repository and can be easily accessed and retrieved by authorized staff.
- 2.46 **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.
- 2.47 **Employment Placement Rate** – The ratio of the job placement count to the REAS caseload in any defined period.
- 2.48 **Employment Placement Count** – The sum of all REAS registered Participants who are placed in employment in a given month. Placement occurs when either of the following two things happens:
 - a) A REAS registered Participant enters full-time or part-time employment with a new employer during the month and is entered into the LEADER Replacement System (LRS). For federal reporting purposes, a participant is counted only once during the report period.
 - b) A newly REAS referred Participant who is employed due to the attainment of unsubsidized employment is entered into REAS Computer System. Neither subsidized employment nor a grant-diversion community service assignment will be counted as a placement.
- 2.49 **Employment Services** – Job-related components and/or activities that promote and enhance job seeking/interview skills designed to aid REAS Participants in attaining gainful employment, as well as job retention.

- 2.50 **Exemption** – A condition or circumstance, which temporarily excludes a Participant from participating in a welfare-to-work activity for as long as the condition or circumstance continues to exist. The exemption is subject to periodic review.
- 2.51 **Family Appraisal & Family Self-Sufficiency Plan** – A strength- based conversation between a Contractor Refugee Case Manager and a REAS Participant to discuss the strengths and human services needs of the Participant’s family.
- 2.52 **Family Appraisal Tool** – A tool designed to support a strength- based, family-focused, Participant-guided, and open-ended conversation with all REAS Participants/families.
- 2.53 **Family-focused** – An approach that allows the human services professional to provide services to all family members.
- 2.54 **Family Stabilization (FS) Program** – A CalWORKs Welfare-to-Work (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. Up to six (6) months of FS Program Services may be granted which will stop the 24-Month Time Clock (MTC).
- 2.55 **Fiscal Year** – The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.56 **Full-Time Employment** – Employment of at least thirty-two (32) hours per week for a single head of household and thirty-five (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.
- 2.57 **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.
- 2.58 **GAIN Services Worker (GSW)** – The employee of DPSS GAIN Line Operations who directly provides case management to GAIN program Participants.
- 2.59 **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.

- 2.60 **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 REAS activity. A number of good cause reasons can excuse an individual from participating in REAS for a defined period of time.
- 2.61 **Greater Avenue for Independence (GAIN)** – The DPSS Welfare-to-Work program which focus on education and training for welfare families to prepare them for job readiness.
- 2.62 **Issuance Review Team/County Issuance Approval Team (CIA Team)** – County staff that approves transportation and ancillary requests for contracted offices.
- 2.63 **Job Club/Job Search** – Activities performed by the REAS Participants, utilizing resource areas, to develop job leads and schedule interviews, network with potential employers, work with business services specialists to obtain referrals and expand Job Search activities.
- 2.64 **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 contracts, the mutual benefit would be the expanded access to service providers or trained staff, office locations, and program expertise.
- 2.65 **Job Services** – job skills workshops that focus on job seeking interview skills, activities designed to promote motivation, self- esteem and job search.
- 2.66 **LEADER Replacement System (LRS)** - A fully integrated system for the online administration and management of welfare programs in Los Angeles County. The system tracks GROW participant's and GAIN participant's activities, authorize payments, generate reports, maintain inventories of available resources, and provide program monitoring data. LRS replaced the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER).
- 2.67 **Matching Grant Program** – A program administered by the Office of Refugee Resettlement (ORR) and is an alternative program to public assistance designed to assist refugees attain self-sufficiency within four (4) months from the date of entry into the US. 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 Amerasians, Cuban and Haitians entrants, asylees and victims of a severe form of trafficking. Enrollment must be completed within thirty-one (31) days of eligibility for the program.

- 2.68 **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 on Exhibit C, Contractor's Budget.
- 2.69 **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 on Exhibit C, Contractor's Budget.
- 2.70 **Monitoring Discrepancies** – Results of Contract monitoring substantiating the Contractor failed to meet the minimum standard for one or more Performance Requirements listed on the PRS.
- 2.71 **Monthly Management Report (MMR)** – The report that the Contractor will provide to the County on a monthly basis to apprise the County of implementation progress, program accomplishments, and statistical data, consistent with the Specific Task requirements detailed in the SOW, Subsection 3.36.2.
- 2.72 **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.
- 2.73 **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.

- 2.74 **Non-Aided Refugees** – Refugees who are not receiving any County cash, medical and/or nutrition assistance.
- 2.75 **Non-Citizen** – Individual who is not a citizen or national of the United States.
- 2.76 **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; and,
 - 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).
- 2.77 **Notice of Action** – A written notice sent to Participants when there is an approval, change or denial of request for services.
- 2.78 **Office of Refugee Resettlement (ORR)** – Advises the Secretary of U.S. Department of Health and Human Services (HHS) 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.

- 2.79 **Participant** – A person who receives REAS benefits and services, (i.e., a client).
- 2.80 **Part-Time Employment** – Employment of less than thirty-two (32) hours per week for a single head of household and under thirty-five (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.
- 2.81 **Participant-Guided** – A holistic approach that allows the Participant and/or family member the opportunity to express their feelings, ideas, and concerns in a positive or negative manner, regarding their experience since arriving in this country, their expectations, to striving for self-sufficiency to the RCM without judgment.
- 2.82 **Performance Outcome Measure** – The outcomes that are used to measure Contract performance. Performance Outcome Measures are the intended result that will occur from carrying out the program/activity that is being contracted (e.g. Participants placed in sustained employment).
- 2.83 **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.
- 2.84 **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 48-month lifetime limit.
- 2.85 **Post Time-Limited Services (PTL)** – Employment related services received during the twelve (12) months following the CalWORKs Participant reaching his/her 48-month lifetime-limit.
- 2.86 **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.
- 2.87 **Quality Assurance Plan** – All necessary measures taken by County to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

- 2.88 **Quality Control Plan** – All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.89 **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 Contractor's performance in providing the required services.
- 2.90 **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, and Special Immigrant Visa Holders from Afghanistan and Iraq.
- 2.91 **Refugee Case Manager (RCM)** – Contractor staff responsible for case management of refugee Participants facilitating their move toward employment and self-sufficiency via REAS program.
- 2.92 **Refugee Cash Assistance (RCA)** – Provides cash assistance benefits to needy refugees, without financial resources, for a maximum of eight (8) months following arrival in the U.S. This refugee assistance, if needed, is paid entirely from federal funds through ORR.
- 2.93 **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 United States 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.
- 2.94 **Refugee Employment and Acculturation Services (REAS)** – Provides

outreach, case management, employment, training and placement services to refugees in the United States 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 United States, and supportive services to help them overcome barriers to attaining gainful employment.

- 2.95 **Refugee Program Bureau (RPB)** – is under the direction of the Child Care and Refugee Programs Branch, Welfare-to-Work Division of the California Department of Social Services. 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.
- 2.96 **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 Special Immigrant Visa Holders from Afghanistan and Iraq are eligible for RSS.
- 2.97 **Resettlement Agencies (RAs)** – Agencies that provide resettlement assistance and are initially the sponsor of a refugee entering the United States. There are nine (9) major RAs which contract with the 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.
- 2.98 **Resource and Referral Agency (R&R)** – An Agency that a Contractor uses to refer participants to licensed child care providers.
- 2.99 **Sample Size** – The number of units or services to be checked in a given time period.
- 2.100 **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.

- 2.101 **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.
- 2.102 **Served Participant** - The Participant that meets the County’s established criteria for billing purposes.
- 2.103 **Service Office** - A site where the Contractor will provide services to Participants as described in this Contract.
- 2.104 **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.
- 2.105 **Special Immigrant Visa Holder (SIV)** – 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.
- 2.106 **Specialized Supportive Services (Welfare-to-Work Activities)** – 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.
- 2.107 **Standard** – A minimum requirement set by the County for the Contractor to perform a service or activity.
- 2.108 **Statement of Work** – References Exhibit A, Statement of Work 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.
- 2.109 **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.
- 2.110 **Subsidized Employment** – Employment in which the Welfare-to-Work Participant's employer is partially or wholly reimbursed for wages and/or training costs.
- 2.111 **Supportive Services** – Include transportation, child care and work/training related costs, e.g., tools, books, school fees, uniforms, and work clothing. Participants must be participating in GAIN to qualify.
- 2.112 **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 Welfare-to-Work.
- 2.113 **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 REAS cases to the new Contractor and to provide training to Contractor's staff.
- 2.114 **Unspent Funds** – Any funds received by a Contractor in excess of actual costs each Fiscal Year.
- 2.115 **Unsubsidized Employment** – Employment in which the Welfare-to-Work Participant's employer is not partially or wholly reimbursed for wages and/or training costs.
- 2.116 **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 eighteen (18) years of age; or
 - b) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 2.117 **Vocational Assessor** – Evaluates participant’s vocational aptitudes, skills, educational level, employment interests, goals and Vocational Assessment test results and local labor market information to develop the individualized employment plan.
- 2.118 **Wage Rate** – The average initial (entry level) hourly wage paid for all Participants who enter employment.
- 2.119 **Welfare-to-Work (WtW)** – The employment services and training aspect of CalWORKs. Under REAS, refugees receive work-related services as part of Welfare-to-Work.
- 2.120 **Welfare-to-Work (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.
- 2.121 **Welfare-to-Work 24-Month Time Clock (WtW 24-MTC)** – Was established by Senate Bill (SB) 1041 and is a new time clock, within the CalWORKs 48-month time limit clock, that gives participants more options on activities without core requirements to help them remove barriers to employment and become self-sufficient. The required number of hours of participation within the WtW 24-MTC are aligned to the federal work participation rate’s overall hourly work requirements. These changes were made with the primary goal of providing participants with the full-range of WtW activities necessary to reach self-sufficiency during the WtW 24-MTC period.
- 2.122 **“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.

- 2.123 **"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 or PII for such purposes, to the extent such activities are authorized by law.
- 2.124 **"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 Medi-Cal PII or PII, whether electronic, paper, verbal, or recorded.
- 2.125 **"CDSS"** means the California Department of Social Services (CDSS).
- 2.126 **"Contractor Staff"** means those 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.
- 2.127 **"DHCS"** means the California Department of Health Care Services (DHCS).
- 2.128 **"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.
- 2.129 **"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, SSN, 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.

2.130 **“Security Incident”** means the 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.

2.131 **“Secure Areas”** means 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.

2.132 **“SSA-provided or verified data (SSA data)”** means:

- a) Any information under the control of the Social Security Administration (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).

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall 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 shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively

administer the services required by this contract.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be (3) three years, commencing from October 1, 2022, or after approval by the County's Board of Supervisors, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for (6) month to month extensions, for a maximum total Contract term not to exceed 3 years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director or her designee as authorized by the Board of Supervisors.
- 4.3 The 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.
- 4.4 The Contractor shall notify DPSS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E - County's Administration.
- 4.5 Completion of Contract

Thirty (30) calendar days prior to expiration of this Contract (or shorter time period as determined by County), the Contractor shall allow the County or newly selected Contractor a transition period for orientation purposes and the orderly transition of the Contractor's current operation without additional costs to the County. The Contractor shall 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 shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

5.0 CONTRACT SUM

5.1 Basic Compensation

The Contractor will be compensated for providing all aspects of the requirements of this Contract, including, but not limited to Exhibit A, Statement of Work, and Technical Exhibits, and Exhibit C, Contractor's Budget.

The prices and fees for this Contract payable by the County to the Contractor for performing all tasks, deliverables, goods, services, and any other work required under this Contract shall be set forth on Exhibit, Contractor's Budget.

5.1.1 Case Management

The monthly flat fee for REAS case management services is \$_____ for the term of the contract.

5.1.2 Family Stabilization

The monthly flat fee for FS Program services to CalWORKs participants is \$_____ for the term of the Contract.

5.1.3 CalWORKs SB 1041 Participants

The monthly flat fee for services to CalWORKs participants that opt for activities without core requirements due to SB 1041 is \$_____ for the term of the Contract.

5.1.4 SOR

The monthly firm-fixed rate per Participant for SOR services is \$_____ for the term of the Contract. From the Monthly Firm-Fixed rate of \$_____, a stipend of \$20 must be available and offered to the participant for transportation purposes. REAS Contractors shall report the number of SOR participants on the SOR Monthly Invoice and provide a list of the participants who received SOR services during the month. Additional supporting documentation may be requested by the County.

5.2 Maximum Contract Amount

5.2.1 The maximum amount of this Contract is \$_____ for the term of the Contract. The total maximum amount is contingent on the continuing availability of Refugee Support Services (RSS)/Trafficking and Crime Victims Assistance Program (TCVAP)/Single Allocation (SA)/Family Stabilization (FS) funds as well as SOR.

5.2.2 The second and third year funding will be contingent upon the availability of funds, subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.

- 5.2.3 Contractor shall not be paid for any Contract expenditures that exceed the maximum contract amount and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures that exceed the maximum contract amount. Any expenditure that exceeds the maximum contract amount shall become the fiscal responsibility of Contractor.
- 5.2.4 Contractor shall not exceed each Fiscal Year's (FY) maximum annual contract amount and shall not roll-over allocation money to the following FY.
- 5.2.5 Any expenditure that exceeds the maximum annual contract amount shall become the fiscal responsibility of the Contractor.
- 5.2.6 The maximum annual contract amount for each FY shall be as follows:

Refugee Employment and Acculturation (REAS) Services – Case Management Services:

FY 2022-23 \$_____ (October 2022 – June 2023)
FY 2023-24 \$_____
FY 2024-25 \$_____
FY 2025-26 \$_____ (July 2025 – September 2025)

Family Stabilization (FS) Program Services:

FY 2022-23 \$_____ (October 2022 – June 2023)
FY 2023-24 \$_____
FY 2024-25 \$_____
FY 2025-26 \$_____ (July 2025 – September 2025)

CalWORKs SB 1041 Participants:

FY 2022-23 \$_____ (October 2022 – June 2023)
FY 2023-24 \$_____
FY 2024-25 \$_____
FY 2025-26 \$_____ (July 2025 – September 2025)

Services to Older Refugees (SOR):

FY 2022-23 \$_____ (October 2022 – June 2023)
FY 2023-24 \$_____
FY 2024-25 \$_____
FY 2025-26 \$_____ (July 2025 – September 2025)

These fiscal year amounts are contingent upon the availability of funds.

5.3 Written Approval for Reimbursement

The Contractor shall 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 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, shall not occur except with the County's express prior written approval.

5.4 Notification of 75% of Total Contract Sum

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

5.5 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor shall have no claim against 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 Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the County electronically, using a mutually agreed upon format and/or software program, and with hard copy of 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 shall prepare invoices which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit C, Contractor's Budget, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does

not approve work in writing no payment shall be due to the Contractor for that work.

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

- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit C, Contractor's Budget.
- 5.6.3 Contractor shall prepare and submit a monthly invoice for REAS services using Sample Contractor Monthly Invoice Format, Exhibit AA. Each invoice shall be submitted in an original and one copy, along with the Monthly Management Report (MMR) and supporting documentation, to the County Contract Administrator (CCA) within 15 calendar days after the end of the month in which services were provided or payment may be delayed. Invoice shall be sent to County Contract Administrator (CCA) listed on Exhibit E.
- 5.6.4 The Contractor's invoices shall 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. Contractor invoices and supporting documentation should list the information listed below:
 - a. Contractor name and address;
 - b. Contract 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.

- 5.6.5 The Contractor shall submit two (2) copies of the monthly invoices to the County by the 10th calendar day of the month following the month of service. If the 10th falls on a weekend or holiday, the invoice will be due the next business day. The invoices shall be sent to:

Attention: County Contract Administrator
Department of Public Social Services
Contract Administration and Monitoring Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746

- 5.6.6 Contractor shall submit separate monthly invoices for SOR and FS/SB 1041 services due to different funding sources.
- 5.6.7 The County may delay the last payment due hereunder until six months after the termination of the Contract. The Contractor shall be liable for payment within thirty (30) days of written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.
- 5.6.8 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- 5.6.9 The County shall not be liable for billings submitted one year or more after any services rendered under this Contract.

5.7 County Approval of Invoices

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

5.8 Fund Reallocation

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

5.9 Performance Deductions

- 5.9.1 The Contract 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 fiscal year and applied to the invoice that follows the end of the fiscal year or any invoice thereafter.

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

- 5.9.1.1 Should the Contractor's cumulative performance for the fiscal year fall below the performance standards for one of the three Outcome Measures listed in Exhibit B, Technical Exhibits, Technical Exhibit B-21, the Contractor shall receive a payment deduction equal to two percent (2%) of the total payment amount for the last quarter of the fiscal year.
- 5.9.1.2 Should the Contractor's cumulative performance for the fiscal year fall below the performance standards for two of the three Outcome Measures listed in Exhibit B, Technical Exhibits, Technical Exhibit B-21, the

Contractor shall receive a payment deduction equal to four percent (4%) of the total payment amount for the last quarter of the fiscal year.

5.9.1.3 Should the Contractor's cumulative performance for the fiscal year fall below the performance standards for three of the three Outcome Measures listed in Exhibit B, Technical Exhibits, Technical Exhibit B-21, the Contractor shall receive a payment deduction equal to six percent (6%) of the total payment amount for the last quarter of the fiscal year.

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

5.10 Revenue Disclosure

5.10.1 By execution of this Contract 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 Contract. Such statement shall 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.

5.10.2 During the term of this Contract, the Contractor shall prepare and file a statement with DPSS each time it receives funding from any governmental agency that is additional to revenue already disclosed in the Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding with a revised cost allocation plan. The County shall not pay the Contractor for any services provided by the Contractor that are for purposes other than the REAS or for services which are funded by other sources.

5.10.3 Failure of the Contractor to comply with the requirements of this Subsection shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

5.11 Unspent Funds

- 5.11.1 To ensure that Contractor fully utilizes County funds for contracted services, Contractor shall submit to DPSS Contract Management 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 Contractor has any unspent funds. At the end of each FY, all funds paid to 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.
- 5.11.2 The unspent funds shall be returned to County within twenty (20) business days of notification by County of the amount due. Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to County any amount which is found to violate the terms of this Contract or applicable provisions. Contractor shall be responsible for tracking all Contract payments and expenditures for the REAS program, including submission of the following:
- a) An Expenditure Report reflecting Contract 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 OMB Guidance, shall be submitted to CMD by September 1st following the end of each FY and at the end of the contract term.
 - b) Upon request by County, Contractor shall provide verification of expenditures within two (2) 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.
- 5.11.3 All uses of funds paid to and expended by Contractor, including the Expenditure Report, and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DPSS, County's Auditor-Controller or its designee.
- 5.11.4 Notwithstanding any other provision of this Contract, in addition to all other rights of County to monitor Contractor, Contractor and County agree that it is the intent of the parties that County shall

have the right to audit any and all use of funds paid to and expended by Contractor, in order to ensure that all funds are accounted for.

- 5.11.5 In the event that the Contract terminates early for any reason (including, but not limited to, assignment, delegation, acquisition, or merger), unspent funds shall be repaid to the County within ten (10) business days of the effective date of termination.

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

Certified Local Small Business Enterprises (LSBE) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.13 Contract Invoicing System

Should County implement a Contract Invoicing System for services under this contract, Contractor shall create and submit electronic invoices as instructed

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

- 5.14.1 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 a contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.14.2 The Contractor shall 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.
- 5.14.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.14.4 At any time during the duration of the contract, a Contractor may submit a written request for an exemption to this requirement.

Such 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, shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 COUNTY ADMINISTRATION

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

6.2 County Contract Director (CCD)

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

- 6.2.1 Ensuring that the objectives of this Contract are met;
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.2 below; and
- 6.2.3 Negotiating with Contractor 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 any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 Supervising County Contract Administrator (SCCA)

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

- 6.3.1 Overseeing the overall management and coordination of the operations of this Contract; and
- 6.3.2 Providing direction to the Contractor on contractual or administrative matters relating to this Contract that cannot be

resolved by the County Contract Administrator, who is described in Subsection 6.3 below.

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

6.4 County Contract Administrator (CCA)

6.4.1 The County shall designate one person who will have the authority to act as the CCA on all matters pertaining to this Contract. County shall notify the Contractor in writing within five (5) business days of any change in the name or address of the CCA. Responsibilities of the CCA or alternate include:

6.4.2 Overseeing the day-to-day administration of this Contract;

6.4.3 Providing direction to the Contractor in the areas relating to the contract, information, invoicing, and procedural requirements; and

6.4.4 Meeting with the Contractor's Contract Manager on an as needed basis.

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

6.5 County's Contract Program Manager (CCPM)

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

6.5.1 Providing direction to Contractor in the areas of County policy and program requirements;

6.5.2 Ensuring all outcomes of Contract 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 County's Contract Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.6 County Contract Program Monitor (CPM)

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

- 6.6.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;
- 6.6.2 Monitoring and evaluating Contractor's performance in providing appropriate benefits and services as specified in the Contract; and
- 6.6.3 Monitoring Contractor for contractual compliance and preparing monitoring reports for the Contract.

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

6.7 Compliance Review Staff

County shall provide GAIN Services Workers (GSW) 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 CONTRACT – CONTRACTOR

7.1 Contractor Administration

- 7.1.1 A listing of all of Contractor's Administration referenced in the following subsections is designated in Exhibit F, Contractor's Administration. The Contractor will notify the County Contract Administrator 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 Contract Manager

- 7.2.1 The Contractor's Contract Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.2.2 Contractor's Contract Manager and alternate/backup who will act as the primary liaison with DPSS and be responsible for overall management and coordination of this Contract 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 Contract.
- 7.2.3 Contractor's Contract Manager or alternate/backup shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.
- 7.2.4 The Contractor's Contract Manager and alternate/backup shall be identified in writing prior to this Contract 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 his/her alternate/backup, shall:
- Have full authority to act for the Contractor on all matters relating to the daily operation of this contract.
 - Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays.
 - 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 Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, identifying employee by name and company. Such badge shall 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 Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall 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 shall, 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 shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.5.2 Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:

- 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); and
- Welfare fraud.

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

- U.S. Criminal Records Search;
- County and/or Statewide Criminal Record Search;
- Federal Criminal Record Search;
- Driving Record Search; and

- Sex Offender Database Search

If a method other than Live Scan is used, the background check shall be conducted prior to working on this Contract, upon promotion and no less frequently than every three (3) 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 Contract.

7.5.4 Contractor staff working on this Contract shall complete and sign Exhibit BB, Criminal Conviction Information Notice and Certification prior to working on this Contract, upon promotion and no less frequently than every three (3) years.

7.5.5 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation. Contractor shall notify County immediately of convictions of Contractor staff working on this Contract for any of the offences listed in Subparagraph 7.5.2. County may request that the Contractor's staff who is subsequently convicted of the crimes listed in Subparagraph 7.5.2 be immediately removed from working on the County Contract at any time during the term of this Contract.

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 Contractor's staff pursuant to this Subsection 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 The Contractor shall 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 shall indemnify, defend, and hold harmless 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 County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G-1.
- 7.6.5 Contractor shall 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 shall cause each non-employee performing services covered by this Contract 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 & I Code, Section 10850 et seq. and 17006), all of 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 The Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. The County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.
- 7.7.2 The Contractor shall provide all case files (physical case records) requested by County monitors and shall 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 8.3, 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 The Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County’s User policies. The Contractor shall follow County policies by sharing the user policy with its employees, obtained signed User Agreements, and monitoring compliance. Contractor must ensure that all Contractor staff no longer working under this Contract shall have their computer accounts deleted.
- 7.7.4 To the extent that negotiables are provided to the Contractor by the County, the Contractor shall maintain these negotiables in a secure area and keep accurate records on their issuance. The Contractor shall 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 shall prevent Nepotism by ensuring that employees who are close relatives are not assigned within the same organization unit having the same immediate supervisor, nor shall

they be assigned to positions of interlocking trust in the handling of negotiable documents or control of security systems. Also, employees shall 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, shall fill out Contract, Exhibit DD, and report, in writing, that situation to CCA listed in Contract Exhibit E within 15 days from start date of this Contract.

- 7.8.2 For new hires, the Nepotism Policy Statement of Understanding, Contract, Exhibit DD, will be completed during the hiring process. The original copy of this form shall be kept in the employee's Office 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 Contract.

7.9 Other Contractor Personnel

- 7.9.1 Contractor shall Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her 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 his/her 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.
- 7.9.2 Contractor shall remove within twenty- four hours, any Contractor employee performing services under this Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the CCA. Contractor shall replace removed employee(s) within 20 business days from date given by County. Beginning on the 21st workday, a comprehensive corrective action plan, fiscal penalty, or termination at the convenience of County may be applied for failure to fill vacancies or replace unacceptable staff.

- 7.9.3 Contractor shall furnish supervisory, administrative, and direct services personnel to accomplish all work required by this Contract.
- 7.9.4 Contractor shall provide bilingual, culturally sensitive staff for all public contract positions.
- 7.9.5 Contractor shall have an active recruitment program that will ensure staff turnover is promptly.
- 7.9.6 Required Positions

Contractor shall be required to provide the following positions:

- a) Case Managers (equivalent to the County's GAIN Services Workers). Note: case managers are to meet the minimum requirements listed in Exhibit HH.
- b) Business Services Specialist (equivalent to the County's GAIN Services Workers). Business Services Specialists are to focus on proactively finding job leads appropriate to the REAS population. The Business Services Specialist shall also coordinate with community colleges and CalWORKs offices in identifying job openings or opportunities for Participants. Note: Business Services Specialist(s) 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 Family Stabilization (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

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the DPSS Director or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive

Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the DPSS Director or his/her designee.

- 8.1.3 The DPSS Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0, - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the DPSS Director or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall 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 shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 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 County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract 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 Contract 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 of Supervisors adopts, in any fiscal year, 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 Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within fifteen (15) business days after the Contract effective date, the contractor shall 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.

- 8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall 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 Contract are hereby incorporated herein by reference. These shall include, but are not limited to:
 - 1. California Welfare & Institutions Code
 - 2. California Department of Social Services (CDSS) Manual of Policies and Procedures
 - 3. CDSS Operations Manual
 - 4. Social Security Act
 - 5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
 - 6. Clean Air Act (42 U.S.C. 7401-7671q)

7. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits

8.6.2 Contractor shall indemnify, defend, and hold harmless 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 any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Subsection 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under

any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor's EEO Certification, Exhibit EE - Contractor's Non-Discrimination In-Service Statement, and Exhibit FF - Civil Rights Complaint Form and Flowchart.

8.7.2 In addition, Contractor shall abide by the provisions contained in the current Civil Rights Training 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 Civil Rights Training 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:

- a) Contractor must ensure that public contact staff attend the mandatory Civil Rights Training (CRT) provided by DPSS and provide verification of successful completion the CCA upon request;
- b) Contractor must effectively identify the participant's designated/preferred language by using Language Services Resources as discussed on CRM 17-01, Language Services Memo.
- c) Contractor must provide interpreters to ensure meaningful access to services for all participants;
- d) Contractor must maintain records that include any Civil Rights related correspondence pertaining to participants, and must document in the case records whether language services and ADA accommodations were provided;
- e) Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log as specified in the Contract Subsection entitled - Complaints; and
- f) Contractor must collect data necessary to monitor compliance with Civil Rights requirements.

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract 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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

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 shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five (5) 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 paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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 ninety (90) days or less within a twelve (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 Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall

be attached to the agreement.

- 8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor shall 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 shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract 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 paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts 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 Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall 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 shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 shall

immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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 Contract to perform the services set forth herein, the contractor shall 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 Contract.

8.11 Consideration of Hiring GAIN/GROW/REAS Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN/GROW/REAS participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW/REAS participants are available for hiring, County employees shall 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 contract. 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 contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit 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 contract with the County, any other public entity, or a nonprofit 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 shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall 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 shall be provided an opportunity to object to the tentative proposed decision prior to its

presentation to the Board of Supervisors.

- 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall 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 (5) years, that contractor may after the debarment has been in effect for at least five (5) 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 (5) years; 2) the debarment has been in effect for at least five (5) 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall 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 shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall

present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall 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 shall also apply to subcontractors of County contractors.

8.13 (INTENTIONALLY OMITTED)

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

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts 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 Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall 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 Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall 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 shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (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 shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The 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 Contract meet the citizenship or non-citizen status requirements set forth in federal and State statutes and regulations. The contractor shall 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 shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall 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 Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

The 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 prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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 Fair Labor Standards Act, 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 shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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 contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall 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 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 contractor's failure to perform arises out of a force majeure event, 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 Contract shall 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 Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall 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 shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall 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 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall 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 Contract.
- 8.22.4 The contractor shall adhere to the provisions stated in Subsection 7.6 (Confidentiality).

8.23 Indemnification

The contractor shall 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 Contract, 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 contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsection 8.24 and 8.25 of this Contract. 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 contractor pursuant to this Contract. 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 Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to 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, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) 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 shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an

authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall 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 fifty thousand dollars (\$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), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to the CCA listed in Exhibit E.
- 8.24.2.6 Contractor also shall promptly report to 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 contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or 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) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall 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 shall 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 shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

Coverage shall 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 Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall 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 County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain 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 shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require 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 shall 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 shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract 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 shall 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 shall 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 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 two million (\$1 million) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, 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 one million (\$1,000,000) 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 shall 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. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to contractor's operations, coverage also shall 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 shall 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 shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.4.2 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than two million (\$2 million) per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to contractor, and apply to all of contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.4.3 Cyber Liability Insurance

The Contractor shall secure and maintain cyber

liability insurance coverage with limits of **\$2 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 shall 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, shall 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.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/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

Department Head, or his/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 one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, Exhibit A (SOW) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) 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 shall 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 Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract 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 Contract 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 Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall 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 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall 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 shall 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 The 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 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall 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 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subsection 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall 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 Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor shall 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 Contract. 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 designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 (Intentionally Omitted)

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall 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 (10) days prior written notice thereof to the other party. The DPSS Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall 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 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not 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 The contractor shall not disclose any details in connection with this Contract 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 shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall 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 shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. 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, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall 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 shall 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 Contract by any federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall 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 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, 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 shall 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 Auditor-Controller, 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 shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' 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 Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract 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 Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall 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 The contractor shall 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 The contractor shall remain fully responsible for all performances required of it under this Contract, 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 shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. 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 shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall 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 The contractor shall 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 shall ensure delivery of all such documents to: the CCA listed in Exhibit E.

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 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract 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 shall be effected 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 shall be no less than ten (10) 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 shall:

8.42.2.1 Stop work under this Contract 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 shall 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 Contract shall be maintained by the contractor in accordance with Subsection 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of the CCD:

- 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) 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 Contract 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 shall 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 shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract 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 shall 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 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Subsection 8.43 (Termination for Default) or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Subsection 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall 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 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 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 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. 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 shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall 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 Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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 shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract 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 contract 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 contract 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 Subsection 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

The contractor shall notify its employees, and shall 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 (10) days before every statewide election, every contractor and subcontractors shall 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 shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.54.4 Contractors are required to complete the Zero Tolerance Human Trafficking Policy Certification, Exhibit P, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provisions as defined in this Subsection 8.54.
- 8.54.5 Contractor is encouraged to hang or post Exhibit Q, Stop Human Trafficking Poster, in a prominent position in Contractor's place of business.

8.55 Compliance with Fair Chance Employment Practices

- 8.55.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.
- 8.55.2 Contractors are required to complete Exhibit R, Compliance with Fair Chance Employment Hiring Practices, certifying that they are in full compliance with the Compliance with Fair Chance Employment Practices provisions as defined in this Subsection 8.55.

8.56 Compliance with the County Policy of Equity

The 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.

8.58 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 shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

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 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 contracts.
- 9.1.2 By executing this Contract, 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 contracts. Further, by executing this Contract, 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. Contractor shall immediately notify County in writing, during the term of this Contract, 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 shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

9.2 Child/Elder Abuse/Fraud Reporting

- 9.2.1 Contractor and County staff working under the terms of this Contract shall comply with *California Penal Code* (hereinafter *PC Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone immediately to the Department of Children and Family Services (DCFS) hotline at (800) 540- 4000 within twenty-four (24) hours and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.
- 9.2.2 Contractor and County staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall 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 shall be made by telephone immediately to the Workforce Development, Aging and Community Services (WDACS) hotline at (888) 202-4248 within 24 hours and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

- 9.2.3 Contractor and County staff working under the terms of this Contract shall 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

- 9.3.1 To comply with California Department of Social Services Regulations (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 Contract.

9.4 Compliance with Auditor Controller Contract Accounting and Administration Handbook

- 9.4.1 The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at:

http://file.lacounty.gov/SDSInter/dpss/1022758_AuditorControllerContractAccountingHandbookrev_March2014.pdf.

Contractor shall 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 "Nonprofit 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 contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Data Destruction

Contractor shall return or destroy County Information in the manner prescribed in this section and Exhibit LL (Section 10, Return or Destruction of County Information).

- 9.6.1 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

- 9.6.2 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 (10) 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.
- 9.6.3 Vendor shall 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 National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) 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 Contract 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 The Contractor shall 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 The Contractor shall 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 contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 - 3. 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 shall 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 contract award.

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract 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 shall 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 shall 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 contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. 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 shall 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 contract award.

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.9.1 This Contract 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 shall 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 shall 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 contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. 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 contract, the above penalties shall 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 contract award.

9.10 Fiscal Accountability

9.10.1 Fiscal Policies/Procedures

The Contractor shall 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 CFR 200 et seq.) and related OMB Guidance.

9.11 Government Observations

9.11.1 Contractor shall 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 Contract 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 shall 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 Contract 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 shall 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, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify 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, Contractor shall indemnify, defend, and hold harmless 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 Contractor’s or its officers’, employees’, or agents’, access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.13 Injury & Illness Prevention Program (IIPP)

9.14.1 Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program. Contractor shall provide a copy of the IIPP to the County Contract Administrator prior to commencement of services.

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

9.14.1 County shall 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 Contract. The Contractor, for valuable consideration herein provided, shall 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 Contract.

9.14.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.14.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, 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 County Contract Administrator as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.14.4 The 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.

9.14.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.15.4 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 9.15.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.14.6 All the rights and obligations of this Subsection 9.15 shall survive the expiration or termination of this Contract.

9.15 Patent, Copyright and Trade Secret Indemnification

9.15.1 The Contractor shall 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 Contract. The County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.15.2 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, shall either:

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

9.15.3 The Contractor shall 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.

9.16 Rules and Regulations

- 9.16.1 During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of 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 Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or 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, Contractor shall immediately replace the employee and continue services hereunder.

9.17 Shred Documents

- 9.17.1 Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract 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.
- 9.17.2 Documents for record and retention purposes in accordance with Subsection 8.38 of this Contract are to be maintained for a period of five (5) years or longer if required by law.

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____ Date _____
Antonia Jimenez, Director
Department of Public Social Services

CONTRACTOR'S NAME: _____
(Name)

By _____ Date _____
Name

Title

By _____ Date _____
Name

Title

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____ Date _____
Melinda White-Svec
Deputy County Counsel

**CONTRACT FOR
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES**

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EXHIBIT II	- CDSS 2019 PRIVACY AND SECURITY AGREEMENT
EXHIBIT JJ	- DHCS 2019 MEDI-CAL PRIVACY AND SECURITY AGREEMENT
EXHIBIT KK	- ELECTRONIC INFORMATION EXCHANGE SECURITY REQUIREMENTS AND PROCEDURES FOR STATE AND LOCAL AGENCIES EXCHANGING ELECTRONIC INFORMATION WITH THE SSA (TSSR)
EXHIBIT LL	- INFORMATION SECURITY AND PRIVACY REQUIREMENTS

STATEMENT OF WORK

REFER TO APPENDIX A, SOW

STATEMENT OF WORK EXHIBITS

REFERE TO APPENDIX B, SOW TECHNICAL EXHIBITS

CONTRACTOR'S BUDGET

***TO BE ATTACHED TO CONTRACT
(REFER TO APPENDIX D, REQUIRED FORM D-11)***

CONTRACTOR'S EEO CERTIFICATION

(REFER TO APPENDIX D, REQUIRED FORM D-8)

COUNTY'S ADMINISTRATION

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 shall 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 shall 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 ACKNOWLEDGEMENT 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 shall 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 shall 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 ACKNOWLEDGEMENT 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 shall 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 shall 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: _____

Jury Service Ordinance: County Code

(REFER TO APPENDIX G)

INTENTIONALLY OMITTED

EXHIBITS J THROUGH M

INTENTIONALLY OMITTED

**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 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), 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" shall 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" shall 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. § 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.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "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.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "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.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "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.)
- 1.23 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall 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 shall 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 shall 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 shall 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 shall 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 shall provide such information promptly thereafter as such information becomes available.

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.

5.2.4 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.2.5 If the statement is made orally, Business Associate shall 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 shall 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 shall 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 shall 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 shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall 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.

- 6.6 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.7 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 shall, within two (2) 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 shall 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 shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

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 shall 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 shall, within ten (10) 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 shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall 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 shall 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 shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) 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 shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall 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 shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall 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 shall 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 shall 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 shall, 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 shall 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 shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall 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 shall 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 shall 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 shall 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

17.3 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 shall return or, if agreed to by Covered entity, shall 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 shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall 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 shall return or destroy all other Protected Health Information.

- 18.3.1 Business Associate shall 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
- 18.3.2 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 shall not Use or Disclose
- such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.3 Business Associate shall 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 shall 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 shall 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 shall 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, shall 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 shall 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 shall control.

Otherwise, this Business Associate Agreement shall 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 shall 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

(REFER TO APPENDIX D, REQUIRED FORM D-15)

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

(REFER TO APPENDIX D, REQUIRED FORM D-17)



STOP HUMAN TRAFFICKING!

If you or someone you know is being forced to engage in any activity and cannot leave -- whether it is commercial sex, housework, farm work, construction, factory, retail, or restaurant work, or any other activity - call the **National Human Trafficking Resource Center** at 1-888-373-7888 or the California Coalition to Abolish Slavery and Trafficking (CAST) at 1-888-KEY-2-FRE(EDOM) or

Si a usted, o a alguien que conoce, lo están forzando a hacer algo y no lo dejan ir -- ya sea sexo por dinero, trabajo de casa, campo agrícola, construcción, fábrica, en una tienda minorista o restaurante, o cualquier otra actividad -- llame al **Centro Nacional de Recursos para la Trata de Personas** al 1-888-373-7888 o a la Coalición de California para Abolir la Esclavitud y la Trata de Personas (California Coalition to Abolish Slavery and Trafficking, CAST) al 1-888-KEY-2-FRE(EDOM) o

如果您本人或您认识的人被迫从事任何活动且无法脱身 -- 无论是商业性交易、家务劳动、农场工作、建筑、工厂、零售、餐馆工作还是任何其他活动 -- 请拨打**电话给全美反人口贩运资源中心**，电话号码 1-888-373-788 或打电话给加州废除奴役和人口贩运联盟 (California Coalition to Abolish Slavery and Trafficking, CAST)，电话号码 1-888-KEY-2-FRE(EDOM) 或，

1-888-539-2373

to access help and services. Victims of slavery and human trafficking are protected under United States and California law.

The hotlines are:

- Available 24 hours a day, 7 days a week.
- Toll-free.
- Operated by nonprofit, nongovernmental organizations.
- Anonymous and confidential.
- Accessible in more than 160 languages.
- Able to provide help, referral to services, training, and general information.

para obtener ayuda y servicios. Las víctimas de esclavitud y trata de personas están protegidas bajo las leyes de California y los Estados Unidos.

Las líneas de ayuda:

- Están disponibles las 24 del día, 7 días por semana.
- Son gratis.
- Están operadas por organizaciones no de gobierno y sin fines de lucro.
- Son anónimas y confidenciales.
- Prestan servicio en más de 160 idiomas.
- Pueden brindarle ayuda, remisión a servicios, capacitación e información general.

获得帮助和服务。奴役和人口贩运受害者受美国 and 加州法律的保护。

热线电话：

- 每周七天、每天二十四小时开通；
- 免费；
- 由非营利、非政府组织运营；
- 匿名和保密；
- 可用160多种语言拨打；
- 能够提供帮助、转介服务、培训和一般信息。

For more information:
www.atty.lacity.org
Los Angeles City Attorney's Office

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Report Human Trafficking. Text BeFree (233-7333).

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

(REFER TO APPENDIX D, REQUIRED FORM D-19)

CERTIFICATION OF NO CONFLICT OF INTEREST

(REFER TO APPENDIX D, REQUIRED FORM D-5)

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

(REFER TO APPENDIX D, REQUIRED FORM D-6)

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW/REAS PARTICIPANTS**

(REFER TO APPENDIX D, REQUIRED FORM D-9)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY
SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR
EXCEPTION**

(REFER TO APPENDIX D, REQUIRED FORM D-10)

DEFAULTED PROPERTY TAX REDUCTION PROGRAM: ORDINANCE

(REFER TO APPENDIX O)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

(REFER TO APPENDIX D, REQUIRED FORM D-16)

IRS NOTICE 1015

(REFER TO APPENDIX I)

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 "Nonprofit 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 nonprofit 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 NONPROFITS

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 nonprofit 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>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <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 shall be construed as an endorsement by the County of Los Angeles of such organizations.

**SAMPLE MONTHLY INVOICE
REFUGEE EMPLOYMENT AND ACCULTURATION SERVICES PROGRAM (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. REAS participants served during the Service Month					
A. Number of active REAS participants at the end of the service month reflected in WtW and REP Caseload Activity Report.				=	
B. Number of active REAS participants newly enrolled during the service month NOT reflected in the WtW and REP Caseload Activity Report.				+	0
C. Other: Number of active REAS 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 REAS 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:	\$121.00
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 PROGRAM (REAS)
FAMILY STABILIZATION (FS) PROGRAM AND SB 1041 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:	FS SB 1041
II.	Payment requested for Service Month of:			
				FS SB 1041
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 is 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.

Due to the fact that 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 shall 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: _____
Signature & Title

Date

**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 shall 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 shall 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 shall 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 shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall 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 shall 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 ()

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, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex 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

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

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:

- | | | |
|--|---|--|
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> GENDER IDENTITY | <input type="checkbox"/> RELIGION |
| <input type="checkbox"/> COLOR | <input type="checkbox"/> GENDER EXPRESSION | <input type="checkbox"/> POLITICAL AFFILIATION |
| <input type="checkbox"/> RACE | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DISABILITY |
| <input type="checkbox"/> ANCESTRY | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> ANY OTHER APPLICABLE |
| <input type="checkbox"/> ETHNIC GROUP | <input type="checkbox"/> DOMESTIC PARTNERSHIP | BASIS: |
| <input type="checkbox"/> AGE | <input type="checkbox"/> MEDICAL CONDITION | _____ |
| <input type="checkbox"/> SEX | <input type="checkbox"/> GENETIC INFORMATION | |

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED 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.

Initial on the line
above if you give
consent.

_____ **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.

Initial on the line
above if you do
not give consent.

(SIGNATURE)

(DATE)

ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 12/19)



**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

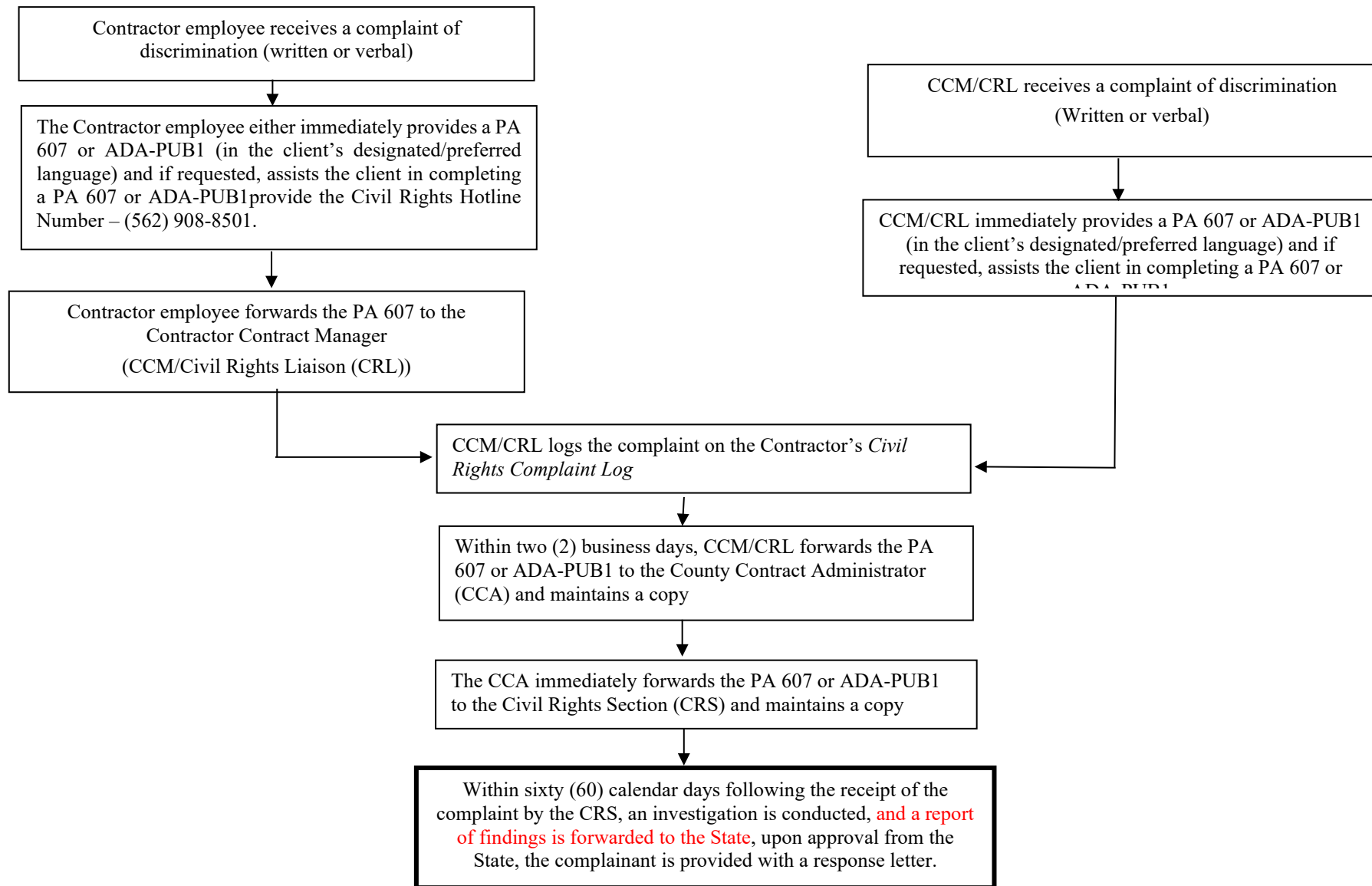
What actions do you request the County take to correct the alleged ADA non-compliance or discrimination?

Signature: _____ Date: _____

"To Enrich Lives Through Effective and Caring Service"

ADA-PUB 1 (Rev. 04/17)

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION

(REFER TO APPENDIX D, REQUIRED FORM D-20)

**CONTRACTOR CASE MANAGERS AND BUSINESS SERVICES SPECIALISTS
MINIMUM 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's Degree** and two years of experience as a GAIN Services Coordinator.

COLLEGE DEGREE ACCEPTANCE:

* All College Degree 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 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.

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 is 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.

Due to the fact that 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 |

IV. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence



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.

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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.

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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;

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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.

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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:

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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.

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- 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.

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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.

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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.

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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.

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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.

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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.

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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.

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- 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;

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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.

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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.

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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.

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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.

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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.

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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)

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State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

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

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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*

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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

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

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.

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.

- 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.

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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

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.

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

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**

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:

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.

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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.

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<p align="center">DHCS Breach and Security Incident Reporting</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 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>
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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.*

<p align="center">PSA Inquires and Questions</p> <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.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - _____

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

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 shall 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 shall 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 shall 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 shall 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 shall:

- 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 shall 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 shall 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 shall 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 shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall 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 shall 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 shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall 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 shall 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 shall 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

- a. **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".
- b. **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 shall 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 shall 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 shall 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 shall 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 (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall also apply to all Subcontractors and third parties. The Contractor or third party shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall (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 shall 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 shall 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 shall 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 shall 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 (10) 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 shall: (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 shall 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 shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall 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 shall 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 shall 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 shall 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 shall:

- 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 twenty-four (24) hours of detection of the Incident. All notifications shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall 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 shall 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 shall 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 shall 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

(Refer to Sample Contract, Subparagraph 8.25.4.3, Privacy/Network Security (Cyber Liability))

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 shall 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 shall 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 shall 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 shall 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).
- f. **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.

**REQUIRED FORMS
FOR
REQUEST FOR PROPOSALS (RFP)**

EXHIBITS

BUSINESS FORMS

- D-1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- D-2 Prospective Contractor References
- D-3 Prospective Contractor List of Contracts
- D-4 Prospective Contractor List of Terminated Contracts
- D-5 Certification of No Conflict of Interest
- D-6 Familiarity with the County Lobbyist Ordinance Certification
- D-7 Request for Preference Program Consideration
- D-8 Proposer's EEO Certification
- D-9 Attestation of Willingness to Consider GAIN/GROW Participants
- D-10 Contractor Employee Jury Service Program Certification Form and Application for Exception

COST FORMS

- D-11 Pricing Sheet
- D-12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- D-13 Intentionally Omitted
- D-14 Intentionally Omitted

CERTIFICATIONS

- D-15 Charitable Contributions Certification (2004 Non-Profit Integrity Act (SB 1262, Chapter 919))
- D-16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- D-17 Zero Tolerance Policy on Human Trafficking Certification
- D-18 Integrated Pest Management Compliance Certification
- D-19 Compliance with Fair Chance Employment Hiring Practices Certification
- D-20 Contractors Certification of Office Locations

REQUIRED FORMS - EXHIBIT D-1**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)?

☐ **Yes** ☐ **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's?

☐ **Yes** ☐ **No**

If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm?

☐ **Yes** ☐ **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years?

☐ **Yes** ☐ **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ **Yes** ☐ **No** If yes, provide information:

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ☐ **Yes** ☐ **No** Proposer has three years of experience out of the last 10 years providing case management services substantially similar to the services described in Appendix A, Statement of Work.

- ☐ **Yes** ☐ **No** Proposer has a business office located within the County of Los Angeles, with a responsible person to maintain all administrative records related to the proposed Contract and financial reports that are required herein.
- ☐ **Yes** ☐ **No** Proposer is a public or non-profit organization qualified to provide services in the State of California.
- ☐ **Yes** ☐ **No** Proposer has attended the mandatory Proposer's Conference, as specified in the RFP.
- ☐ **Yes** ☐ **No** Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PROPOSER NAME:		COUNTY WEBVEN NUMBER:
ADDRESS:		
PHONE NUMBER:	E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):		
SIGNATURE		DATE

REQUIRED FORMS - EXHIBIT D-2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List five (5) References where the same or similar scope of services were provided in the last 10 years, in order to meet the Minimum Requirements stated in this Solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT D-3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT D-4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
<hr/> Name or Contract No. Reason for Termination:				
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
<hr/> Name or Contract No. Reason for Termination:				
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
<hr/> Name or Contract No. Reason for Termination:				
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
<hr/> Name or Contract No. Reason for Termination:				

REQUIRED FORMS - EXHIBIT D-5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT D-6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT D-7

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER(S) ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

☐ **DCBA certification is attached.**

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT D-8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT D-9

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT D-10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT D-11

PRICING SHEET

(Pricing Sheet will be unique for each solicitation.)

REQUIRED FORMS - EXHIBIT D-12

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that, if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS - EXHIBIT D-13 & D-14
INTENTIONALLY OMITTED



REQUIRED FORMS - EXHIBIT D-15

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit 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

Please Print Name and Title of Signer

REQUIRED FORMS EXHIBIT D-16

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT D-17

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT D-18

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		Email address:
Solicitation/Contract for	Services	

PROPOSER CERTIFICATION

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Section 8.55 (Integrated Pest Management Program Compliance) of the proposed Contract. The entire Countywide IPM Program is available at www.lacountyipm.org

Proposer acknowledges and certifies compliance with Section 8.55 (Integrated Pest Management Program Compliance) of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT D-19

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT D-20
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: _____

Signature: _____ Date: _____

APPENDICES E THROUGH O

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- APPENDIX E: Transmittal Form to Request a Solicitation Requirements Review: Transmittal sent to Department requesting a Solicitation Requirements Review
- APPENDIX F: County of Los Angeles Policy on Doing Business with Small Business: County Policy
- APPENDIX G: Jury Service Ordinance: County Code
- APPENDIX H: Listing of Contractors Debarred in Los Angeles County: Contractors who are not allowed to contract with the County for a specific length of time.
- APPENDIX I: IRS Notice 1015: Provides information on Federal Earned Income Credit.
- APPENDIX J-K: (INTENTIONALLY OMITTED)
- APPENDIX L: Determination of Contractor Non-Responsibility and Contractor Debarment
- APPENDIX M: (INTENTIONALLY OMITTED)
- APPENDIX N: Background and Resources: California Charities Regulation: An information sheet intended to assist nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- APPENDIX O: Defaulted Property Tax Reduction Program: County Code

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract 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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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- D. “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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**
What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2020)
Cat. No. 205991

APPENDIX J – K

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.

2.202.020 Definitions.

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.
(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit 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 contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below,

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may be considered by the county in determining whether a contractor should be deemed non-responsible.

- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit 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 contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment

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should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.

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- (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
 - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- (Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall

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AND CONTRACTOR DEBARMENT

maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

APPENDIX M

INTENTIONALLY OMITTED

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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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 "Nonprofit 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 nonprofit 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 NONPROFITS

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 nonprofit 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>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <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 shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)