DEPARTMENT OF PUBLIC SOCIAL SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

COMMUNITY SERVICES BLOCK GRANT PROGRAM SERVICES

RFSQ # CSBG24-01

Prepared By

County of Los Angeles
Department of Public Social Services
Contract Development Division
12900 Crossroads Parkway South
City of Industry, CA 91746

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"To Enrich Lives Through Effective and Caring Service"

TABLE OF CONTENTS

SECTION **PAGE**

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS 1

2.0 GENERAL INFORMATION 2

2.1 Overview of the CSBG Program 2

2.2 Overview of Solicitation Document 2

2.3 Terms and Definitions 2

2.4 Master Agreement Process 3

2.5 Master Agreement Term 3

2.6 Indemnification and Insurance 4

3.0 CSBG PROGRAM 4

3.1 Community Action Agency 4

3.2 Community Action Board 4

3.3 CSBG Target Population 5

3.4 Core Services 5

3.5 Funding 5

4.0 MINIMUM MANDATORY REQUIREMENTS 6

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES 8

5.1 Representations Made Prior to Master Agreement Execution 8

5.2 County's Right to Amend Request for Statement of Qualifications 8

5.3 County Option to Reject SOQs 8

5.4 Background and Security Investigations 8

6.0 NOTIFICATION TO PROPOSERS 8

6.1 Public Records Act 8

6.2 Contact with County Personnel 9

6.3 Mandatory Requirement to Register on County's WebVen 9

6.4 Protest Process 9

6.5 Conflict of Interest 10

6.6 Determination of Proposer Responsibility 10

6.7 Proposer Debarment 11

6.8 Improper Considerations 11

6.9 County Lobbyist Ordinance 12

6.10 Consideration of GAIN/START Participants for Employment 12

TABLE OF CONTENTS

SECTION **PAGE**

6.11 Jury Service Program....13
6.12 Pending Acquisitions/Mergers by Proposing Company....13
6.13 Charitable Contributions Compliance....14
6.14 Defaulted Property Tax Reduction Program....14
6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking....15
6.16 Intentionally Omitted....15
6.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)....15
6.18 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices....16
6.19 Prohibition from Participation in Future Solicitation(s)....16
6.20 Community Business Enterprise (CBE) Participation....16
6.21 Contribution and Agent Declaration....17
6.22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)....17

7.0 COUNTY'S PREFERENCE PROGRAMS....18

7.1 Overview of County's Preference Programs....18
7.2 Intentionally Omitted....19
7.3 Social Enterprise (SE) Preference Program....19
7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program....19
7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program....19

8.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS....20

8.1 Truth and Accuracy of Representations....20
8.2 Proposers' Questions....20
8.3 Proposers Conference (Optional)....20
8.4 Preparation and Format of the SOQ....21
8.5 SOQ Submission....26
8.6 Acceptance of Terms and Conditions of Master Agreement....28
8.7 SOQ Withdrawals....28

9.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS....28

9.1 Review Process....28
9.2 Selection/Qualification Process....29

TABLE OF CONTENTS

SECTION **PAGE**

9.3 Master Agreement Award....29

10.0 PROTEST PROCESS OVERVIEW....29

10.1 Solicitation Requirements Review....29

10.2 Disqualification Review....30

APPENDICES

A **Sample Statement of Work**: Identifies the services being solicited under this RFSQ, CSBG Program participant eligibility requirements, and administrative requirements to which agencies will be held if awarded a Service Requisition.

B **Request for Service Process**: Describes the process that the Department of Public Social Services will use in selecting Master Agreement Agencies that will render services for the CSBG Program.

C **Sample Master Agreement**: Identifies the terms and conditions in the Master Agreement.

D **Required Forms**: Forms that must be completed and included in the Statement of Qualifications (SOQ).

E **Solicitation Requirements Review (SRR) Request**: Transmittal sent to Department requesting a Solicitation Requirements Review.

F **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.

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFSQ Release Date on or about	October 10, 2024
Solicitation Requirements Review (SRR) Request Due	October 24, 2024
Written Questions Due	October 21, 2024
Optional Proposer's Conference (hybrid)	October 28, 2024 at 2:00 P.M.
Questions and Answers Released via Addendum on or about	November 26, 2024
SOQ's Due	**December 19, 2024 by Noon**
Anticipated Master Agreement Term	January 1, 2026 through December 31, 2028, with two additional one-year option periods. Option periods will be exercised at Department's sole discretion.
Minimum Mandatory Requirements (MMRs)	See Section 4 of RFSQ
RFSQ Contact	Lily Ventura, Administrative Services, Manager I, via email: CSBGRFSQ2024@dpss.lacounty.gov

2.0 GENERAL INFORMATION

2.1 Overview of the CSBG Program

The County of Los Angeles, Department of Public Social Services (DPSS) is seeking non-profit community-based and faith-based organizations, and public entities to enter into Master Agreements with the County to provide Community Services Block Grant Program (CSBG) services to families and individuals throughout the County. The County of Los Angeles DPSS administers the CSBG Program.

Direct delivery of services to qualified participants that are being solicited under this RFSQ will include programs and services that fall under the following six (6) Core Service Categories:

1. Child and Family Development Services,
2. Domestic Violence Services,
3. Emergency Services,
4. Employment Services,
5. Legal Services, and
6. Senior and/or Disabled Adult Services.

Proposers must demonstrate proven ability to provide services under their selected Core Service Category and have assisted low-income participants in achieving measurable results in the goal listed below:

Individuals and families with low-income are stable and achieve economic security.

Note: Proposers may not use subcontractors for the services solicited under this RFSQ, any resulting Master Agreement, and Service Requisition.

2.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

2.2.1 Specifies the Proposer's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.

2.2.2 Contains instructions to Proposers on how to prepare and submit their Statement of Qualifications (SOQ).

2.2.3 Explains how the SOQ will be reviewed, selected, and qualified.

2.2.4 Includes the Appendices listed in the Table of Contents.

2.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix C (Sample Master Agreement), Section 2.0 (Definitions).

2.4 Master Agreement Process

The objective of this RFSQ process is to secure a pool of qualified Proposers to provide CSBG services throughout the County of Los Angeles. Specific tasks, deliverables, etc., will be determined at the time the Department requests Service Requisition bids.

2.4.1 Master Agreements will be executed with all Proposers determined to be qualified and will specify the Core Service Category(ies) and Supervisorial District(s) in which Proposers are qualified.

2.4.2 Upon the Department's execution of these Master Agreements, DPSS shall solicit bids from Master Agreement Agencies for services in the selected Core Service Category and Supervisorial Districts. This is called the Request for Service process. DPSS may select one or more such Master Agreement Agencies to perform the desired service using a pre-determined set of evaluation criteria, resulting in the award of a Service Requisition to selected Master Agreement Agencies.

2.4.3 Service Requisitions will include a Statement of Work which will describe in detail the a) particular service and the work required for the performance thereof, b) the outcomes to be achieved; and c) the Supervisorial District where services are to be provided. Payment for all services will be on a fixed price per service basis, subject to the Total Maximum Amount specified on each individual Service Requisition. No services shall begin until an executed Service Requisition has been issued by DPSS to the Contractor.

2.4.4 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of work.

2.4.5 If the Master Agreement includes various categories of services, only those Contractors qualified for the specific category and Supervisorial District will be contacted to submit bids.

2.4.6 Proposer may not use subcontractors for the services solicited under this RFSQ, any resulting Master Agreement, and Service Requisition(s).

2.5 Master Agreement Term

The term of the Master Agreement will be for three (3) years from January 1, 2026 or upon execution, through December 31, 2028, with two additional one-year option periods. Option periods will be exercised at Department's sole discretion.

The County will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify Proposers. The Master Agreement will become effective upon the date of its execution by the Director of the Department of Public Social Services or designee and expire on December 31, 2028, unless sooner extended or terminated.

The RFSQ may be closed at the County's sole discretion at any time without prior notice.

2.6 Indemnification and Insurance

Proposer will be required to comply with the Indemnification provisions contained in Appendix C (Sample Master Agreement), Subsection 8.22. Proposer must 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 Master Agreement), Subsections 8.23 and 8.24.

3.0 CSBG PROGRAM

The purpose of the County of Los Angeles' CSBG Program is to assist low-income families and individuals achieve economic self-sufficiency through a variety of programs and services. This program was originally part of the War on Poverty under the Economic Opportunity Act of 1964 and has been traditionally seen as a "hand up" rather than a "hand out" for low-income persons.

3.1 Community Action Agency

The State of California, Department of Community Services and Development receives CSBG funding from the Federal Office of Community Services. Community Services and Development awards funds to approved Community Action Agency entities throughout California. In the County of Los Angeles, there are four State-approved Community Action Agency entities: 1) the City of Los Angeles, 2) the City of Long Beach, 3) Foothill Unity Center, Inc., which serves Pasadena, South Pasadena, Arcadia, Duarte, Sierra Madre, Monrovia, and the unincorporated area of Altadena, and 4) County of Los Angeles, which serves all other areas within the County (County of Los Angeles Community Action Agency).

This RFSQ seeks qualified agencies to provide services to residents of the County of Los Angeles Community Action Agency, which includes all of the County of Los Angeles except the following:

- City of Los Angeles,
- Long Beach,
- Pasadena,
- South Pasadena,
- Arcadia,
- Duarte,
- Sierra Madre,
- Monrovia, and
- the unincorporated area of Altadena.

A comprehensive description of the County of Los Angeles Community Action Agency Service area is provided in Appendix A, Sample Statement of Work, Section 3.0, County of Los Angeles Community Action Agency Service Area.

3.2 Community Action Board

Community Action Agencies are federally mandated to have a Community Action Board (CAB), which is tasked with overseeing the implementation of the CSBG

funded programs. A comprehensive description of the CAB is provided in Appendix A, Sample Statement of Work, Subsection 1.4, Community Action Board.

3.3 CSBG Target Population

Individuals and families who receive County of Los Angeles CSBG services must meet the mandated eligibility requirements outlined in Appendix A, Sample Statement of Work, Section 4.0, CSBG Participant Eligibility Requirements.

Potential participants must be screened to ensure eligibility in accordance with the requirements in Appendix A, Sample Statement of Work. Tangible sources of documentation must be obtained to verify: 1) the participants' income to ensure participants are within the income poverty guidelines, and 2) the participants' address to ensure participants reside within the County of Los Angeles Community Action Agency service area as described in Appendix A, Sample Statement of Work, Section 4.0.

3.4 Core Services

The purpose of this RFSQ is to pre-qualify community-based organizations to provide services under each of the Core Service Categories.

Detailed information about the Core Service Categories, Subservices, and outcomes is included in Appendix A, Sample Statement of Work.

Proposer will be required to designate a Core Service Category and provide a detailed description of how the selected service has been and/or is currently being provided by the Proposer. The program description must convey an understanding of the CSBG mission and how the Proposer's services will contribute to meeting the specific measurable outcomes for the Core Service Category, and Subservice, as applicable.

Note: Proposers may not use subcontractors for the services solicited under this RFSQ, any resulting Master Agreement, and Service Requisition(s).

3.5 Funding

CSBG funding is allocated by Supervisorial District based on the poverty population, and further allocated by Core Service Category based on the service needs and funding priorities of the Supervisorial District. Not all Core Service Categories will be funded in all Supervisorial Districts.

The following chart is an estimate of the CSBG eligible population in the County of Los Angeles Community Action Agency by Supervisorial District. These estimates are based on the Census 2020 data and on the Los Angeles County Supervisorial District boundaries that were re-drawn in 2021.

Supervisorial District	LA County Community Action Agency Population	Population Below Poverty Level	Percentage of Each Supervisorial District Poverty Population to Total Poverty Population
First	1,434,407	246,954	32.4%
Second	732,834	184,871	24.3%
Third	229,890	28,130	3.7%
Fourth	1,150,186	127,887	16.8%
Fifth	1,375,370	173,723	22.8%
Total	**4,922,687**	**761,565**	**100%**

4.0 MINIMUM MANDATORY REQUIREMENTS

Proposers must meet the Minimum Mandatory Requirements listed below to be considered for award of a Master Agreement.

Note: The Minimum Mandatory Requirements must be met by the organization and not by any individual.

4.1 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.

4.2 Proposers must be a non-profit corporation qualified to do business in the State of California (this includes faith-based organizations and public entities).

4.3 Proposer must have, by the Statement of Qualifications submission date, a minimum of three (3) years of experience within the last five (5) years providing the selected Core Service Category(ies).

4.4 Proposers must have, by the Statement of Qualifications submission date, two (2) years of experience within the last five (5) years providing health and/or human services in the designated Supervisorial District(s).

4.5 Proposers must have two (2) years of experience within the last five (5) years providing services to low-income individuals/families.

4.6 Proposers must provide up to ten (10), but no less than five (5) references that are familiar with the job performance and scope of work completed by the Proposer within the last five (5) years. Services provided must be substantially similar to the selected Core Service Category(ies).

4.7 Proposer's Contract Manager must have, by the Statement of Qualifications submission date, two (2) years of experience within the last five (5) years providing the selected Core Service Category(ies).

4.8 Proposers must have the financial capacity to provide services throughout the term of the Master Agreement.

4.9 Proposers must complete and submit all required Statement of Qualifications Exhibits (See Appendix D, Required Forms) and submit all required Attachments as specified in Subsection 8.4 and 8.5 herein.

4.10 Proposers must have no record of unsatisfactory performance, lack of integrity, or poor business ethics.

4.11 Proposers must register on the County's WebVen by Statement of Qualifications submission date, as specified in RFSQ, Subsection 6.3.

4.12 Category-Specific Minimum Mandatory Requirements

Proposers that meet the Minimum Mandatory Requirements listed above must also meet the Category-Specific Minimum Mandatory Requirements for the following Core Service Categories.

4.12.1 Domestic Violence Services

4.12.1.1 Proposer shall have Domestic Violence Counselors who have at least forty (40) hours of Domestic Violence training that meets the requirements contained in California Evidence Code, Section 1037.1.

4.12.1.2 Proposer shall have at least one (1) Domestic Violence Counselor with a minimum of one (1) year experience counseling victims of Domestic Violence.

4.12.2 Employment Services

4.12.2.1 Job Search and Job Training: Proposers must have documented partnerships and/or existing working relationships with other agencies that provide employment and/or job training services.

4.12.2.2 Apprenticeship/Internship and Youth Summer Work Placement: Proposer must provide a written commitment from one or more employers to employ or provide apprenticeship/internships to a specified number of qualified low-income individuals referred by the agency.

4.12.3 Legal Services

4.12.3.1 Proposers must have attorneys licensed to practice law in the State of California.

4.13 Intentionally Omitted

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 Representations Made Prior to Master Agreement Execution

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

5.2 County's Right to Amend Request for Statement of Qualifications

The County has the right to amend the RFSQ 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 will be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

5.3 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County will not be liable for any cost incurred by a Proposer in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

5.4 Background and Security Investigations

Background and security investigations of Proposer's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Proposer.

6.0 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

6.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when Department recommends the qualified Proposer(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and

identified by the Proposer as business or trade secrets, and plainly marked as “Trade Secret,” “Confidential,” or “Proprietary.”

6.1.2 The County will 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 SOQ as confidential will not be deemed sufficient notice of exception. The Proposer must specifically label only those provisions of their respective SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.

6.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Lily Ventura, Administrative Services Manager I
CSBGRFSQ2024@dpss.lacounty.gov

If it is discovered that a 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 SOQ from further consideration.

6.3 Mandatory Requirement to Register on County’s WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County’s WebVen. The WebVen contains the Proposer’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/.

Proposers are encouraged to register using Commodity Code No. 95243. Commodity Code No. 95243 consist of: (a) Code No. 952 assigned to Human Services; and (b) Sub-Code No. 43 assigned to Family and Social Services to receive updates about the RFSQ.

Proposers are required to provide their WebVen registration number in the Statement of Qualifications. (See Appendix D, Required Forms, Exhibit 2).

6.4 Protest Process

6.4.1 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 6.4.3 below. Additionally, any actual Proposer may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

6.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Master Agreement 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.

6.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

6.4.3.1 Solicitation Requirements Review (Referenced in Subsection 10.1)

6.4.3.2 Disqualification Review (Referenced in Subsection 10.2)

6.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 8 (Certification of Compliance) of Appendix D (Required Forms).

6.6 Determination of Proposer Responsibility

6.6.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Proposers.

6.6.2 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 Master Agreements, 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 will not be the basis of a determination that the Proposer is not responsible.

6.6.3 The County may declare a Proposer to be non-responsible for purposes of this Master Agreement if the Board, 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.

6.6.4 If there is evidence that the Proposer may not be responsible, the Department will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will 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 the Department's recommendation.

6.6.5 If the Proposer presents evidence in rebuttal to the Department, the Department will 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 will reside with the Board.

6.7 Proposer Debarment

6.7.1 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 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.

6.7.2 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/.

6.8 Improper Considerations

6.8.1 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 a Master Agreement or that the Proposer's failure to

provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer must 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 a Master Agreement.

6.8.2 Notification to County

A Proposer must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

6.8.3 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.

6.9 County Lobbyist Ordinance

The County 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 RFSQ. 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.

6.10 Consideration of GAIN/START Participants for Employment

6.10.1 As a threshold requirement for consideration of a Master Agreement, Proposers must demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

6.10.2 Proposers who are unable to meet this requirement will not be considered for a Master Agreement. Proposers must submit a completed Exhibit 8 (Certification of Compliance) of Appendix D (Required Forms), along with their SOQ.

6.11 Jury Service Program

6.11.1 The prospective Master Agreement 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 review Subsection 8.7 (Compliance with the County's Jury Service Program) of Appendix C (Sample Master Agreement), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

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

6.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 8 (Certification of Compliance) of Appendix D (Required Forms). 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 Exhibit 8 (Certification of Compliance) of Appendix D (Required Forms), 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.

6.12 Pending Acquisitions/Mergers by Proposing Company

The Proposer must 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 must be provided by the Proposer in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix D (Required Forms). Failure of the Proposer to provide this information may eliminate its SOQ from any further consideration. Proposer should have a continuing obligation to notify the County and update any changes to its response in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix D (Required Forms) during the solicitation.

6.13 Charitable Contributions Compliance

6.13.1 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 the Background and Resources: California Charities Regulations, Appendix F. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

6.13.2 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 Exhibit 8 (Certification of Compliance) in Appendix D (Required Forms). A completed Exhibit 8 (Certification of Compliance) of Appendix D (Required Forms) is a required part of any agreement with the County.

6.13.3 Prospective County Contractors that do not complete Exhibit 8 (Certification of Compliance) of Appendix D (Required Forms) 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)

6.14 Defaulted Property Tax Reduction Program

6.14.1 The prospective Master Agreement 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 reference the pertinent provisions of Appendix C (Sample Master Agreement), Subsections 8.50 and 8.51, 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.

6.14.2 Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 8 (Certification of Compliance) in Appendix D (Required Forms). 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-compliance contractor (Los Angeles County Code, Chapter 2.202).

6.14.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

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

6.15.2 Proposers are required to complete Exhibit 8 (Certification of Compliance) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Subsection 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix C (Sample Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

6.16 Intentionally Omitted

6.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

6.17.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

6.17.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and Proposer 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.

6.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

6.17.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

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

6.18.1 On May 29, 2018, the County 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.

6.18.2 Contractors are required to complete Exhibit 8 (Certification of Compliance) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

6.19 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting an SOQ in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. (Los Angeles County Code, Chapter 2.202).

6.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 11 (Community Business Enterprise (CBE) Information form) in Appendix D (Required Forms).

All Proposers must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Master Agreement. The Proposer must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject **"Request for CBE Listing."**

For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

6.21 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than $250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 12 (Contribution and Agent Declaration Form) of Appendix D (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 12, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Proposer may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than $250 to a County officer for twelve (12) months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

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

6.22.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Proposer's response to this RFSQ, Proposer must submit a certification, as set forth in Exhibit 13 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix D (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a SOQ response to this RFSQ identify prospective Subcontractors, or should Proposer intend to

use Subcontractors in the provision of services under any subsequent Master Agreement, Proposer must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

6.22.2 Failure to provide the required certification may eliminate Proposer's response to RFSQ from consideration.

6.22.3 In the event that Proposer and/or its Subcontractor(s) is or are unable to provide the required certification, Proposer instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Proposer's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this RFSQ.

6.22.4 The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the SOQ response to this RFSQ is appropriate under the federal law.

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

7.1.1 The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board 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.

Note: The LSBE Preference is not applicable to the CSBG Program.

7.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Subsections 7.3 and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affair's (DCBA) website at: http://dcba.lacounty.gov.

7.1.3 In no case will 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.

7.1.4 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.

7.2 Intentionally Omitted

7.3 Social Enterprise (SE) Preference Program

7.3.1 In reviewing Service Requisition Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations subject to the federal restriction on geographical preferences, consistent with Chapter 2.205 of the Los Angeles County Code.

7.3.2 To apply for certification as an SE, businesses should contact DCBA at http://dcba.lacounty.gov.

7.3.3 Certified SEs may only request the preference in each of their Service Requisition Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Service Requisition Bid response and submit their SE certification letter ("Certification for Federally Funded Solicitations") from the DCBA with their bid.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

7.4.1 In reviewing Service Requisition Bids, 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.

7.4.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at http://dcba.lacounty.gov.

7.4.3 Certified DVBEs may only request the preference in each of their Service Requisition Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Service Requisition Bid response and submit their DVBE certification approval letter from the DCBA with their bid.

7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

8.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

This Section contains key project activities as well as instructions to Proposers on how to prepare and submit their Statement of Qualifications (SOQ).

8.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ will be sufficient cause for rejection of the SOQ. The evaluation and determination in this area will be at the Director's sole judgment and their judgment will be final.

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFSQ by e-mail to Lily Ventura at CSBGRFSQ2024@dpss.lacounty.gov. All questions must be received by the date and time specified in Section 1.0, Solicitation Information and Minimum Mandatory Requirements. All questions, without identifying the submitting company, will be compiled with the appropriate answers, and issued as an addendum to the RFSQ.

8.2.2 When submitting questions, please specify the RFSQ Section and paragraph numbers, page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

8.3 Proposers Conference (Optional)

An Optional Hybrid Proposers Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Proposers. The conference is not mandatory. However, attendance is highly recommended to ensure a thorough understanding of the RFSQ process. Proposers may attend in person or virtually. Proposers interested in attending virtually can register for the conference through the link provided below. The conference is scheduled as follows:

Date: October 28, 2024
Time: 2:00 P.M.

In Person location
Department of Public Social Services
Exam Room #2
12851 Crossroads Pkwy S.
City of Industry, CA 91746

Registration Link: https://rebrand.ly/CSBGRFSQ2024

Interested agencies are strongly encouraged to thoroughly review the RFSQ and Appendices and begin preparation of their Statement of Qualifications prior to the Proposers Conference.

Agencies should bring a copy of the RFSQ to the Proposers Conference. Copies of the RFSQ will not be provided.

8.4 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents/Checklist
- Proposer's Qualifications
- General Requirements

Note: Proposers seeking a Master Agreement to provide CSBG services must complete and submit only one Statement of Qualifications for all Core Service Categories and Supervisorial Districts for which they are proposing to qualify.

8.4.1 Table of Contents/Checklist

The Statement of Qualifications Checklist must be a comprehensive listing of material included in the SOQ. It will also serve as the Table of Contents for your SOQ. After compiling all of the Exhibits and Attachments in order, consecutively number each page of the SOQ and indicate the page numbers for each Exhibit and Attachment on the Checklist.

8.4.2 Proposer's Qualifications

The information provided in the Exhibits, together with the Attachments, should demonstrate that the Proposer meets the minimum mandatory requirements and has the experience to perform the required services in the selected Core Service Category(ies) and designated Supervisorial District(s).

For Proposers submitting an SOQ under the following Core Service Categories, the information provided in Exhibits 1-7 and Attachments 1-3 should also demonstrate that Proposer also meets the Category-Specific minimum mandatory requirements outlined in Subsection 4.12 (Category-Specific Minimum Mandatory Requirements).

1. Domestic Violence

2. Employment Services

3. Legal Services

The following sections must be included:

8.4.2.1 Exhibits 1-7

These required forms (Exhibits 1-7) are included in Appendix D. Proposer may use additional pages, if necessary, but may not exceed the stipulated page limits. If additional pages are included, please label each page with the Proposer's name, Exhibit number and question or item(s) number(s) discussed.

Exhibit 1 Selection of Core Service Category(ies) and Supervisorial District(s) (Limit 1 page)

Exhibit 2 Organization Questionnaire/Affidavit (Limit 2 pages)

The Proposer must complete, sign and date Exhibit 2 (Organization Questionnaire/Affidavit) as set forth in Appendix D (Required Forms). The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Master Agreement.

Exhibit 3 Minimum Mandatory Requirements (Limit 2 pages)

Exhibit 4 Proposer's Background and Experience (Limit 20 pages)

Provide relevant background information to demonstrate that the Proposer meets the minimum mandatory requirements stated in Section 4.0 of this RFSQ and has the required experience.

Exhibit 5 Proposer's Plan to Provide Core Services (Limit 15 pages)

Exhibit 6 List of References (No page limit)

Proposer must provide up to ten (10), but no less than five (5) references where the same or similar scope of services was provided. 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. County reserves the option to contact references by telephone or email to ascertain Proposer's qualifications, accountability, and fitness. In the event that County elects to call the references, County will contact Proposer's references during normal business hours.

The following will not be accepted as a reference:

1) The County Board of Supervisors or their staff;

2) Proposer's current or former members of their governing board (e.g. Board of Directors);

3) Department Directors or Executive staff.

County may disqualify a Proposer if:

1) References fail to substantiate Proposer's description of the services provided; or

2) References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel; or

3) The Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact that they may be contacted by County to obtain reference information.

Exhibit 7 List of Public Entities (No page limit)

Proposer must include a list containing all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Proposer may use additional sheets, if necessary.

8.4.2.2 Attachments 1-3 (No page limit for Attachments 1 – 3)

Proposers must include the following documentation as Attachments 1 through 3 to the SOQ as follows.

Attachment 1 Copy of the Proposer's governing body (e.g., Board of Directors) meeting or resolution minutes, granting authority to submit the SOQ specifying the Core Service Category(ies), Supervisorial District(s), and identifying the person who can execute the Master Agreement and sign the SOQ.

Attachment 2 Proof of Insurability

Proposer must provide proof of insurability that meets all insurance requirements set forth in the Appendix C (Sample Master Agreement), Subsections 8.23 and 8.24. Insurance coverage requirements may differ depending on the Core Service Category and/or subservice.

If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required

coverage should be submitted with the SOQ.

Attachment 3 Proof of Licenses

Proposer must furnish a copy of all applicable licenses held by the Proposer required to provide the Core Service Category(ies) (e.g. accreditations, certifications, and business license).

If not applicable, Proposer must indicate "Not Applicable" on the Attachment 3 that the Proposer submits.

8.4.3 General Requirements

Proposers must complete and submit Exhibits 8 through 14 and Attachments 4 through 11 as part of the General Requirements of the SOQ.

8.4.3.1 Exhibits 8-14

Exhibits 8 through 14 can be found in Appendix D (Required Forms).

Exhibit 8 Certification of Compliance (Limit 1 page)

Exhibit 9 Request for Preference Consideration (Limit 1 page)

Exhibit 10 Debarment History and List of Terminated Contracts (No page limit)

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past five (5) years with a reason for termination in Appendix D (Required Forms), Exhibit 10 (Debarment History and List of Terminated Contracts).

Exhibit 11 Community Business Enterprise (CBE) Information (Limit 1 page)

Exhibit 12 Contribution and Agent Declaration (No page limit)

Exhibit 13 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Limit 2 pages)

Exhibit 14 Declaration (Limit 1 page)

8.4.3.2 Attachments 4-11 (No page limit for Attachments 4 – 11)

Non-Profit Proposers must include the following documentation as Attachments 4 through 11 to the General Requirements of the SOQ.

Public Entity Proposers must only include Attachments 9, 10, and 11 to the General Requirements of their SOQ.

Attachment 4 Articles of Incorporation as filed with the California Secretary of State (or State of Incorporation). The document may be a photocopy, but must be a photocopy of the certified articles.

If Attachments 5 and 6 are not available at the time of SOQ submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Attachment 5 A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

Attachment 6 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. If most recent statement does not include all officers, Proposer must also include the most recent Statement that includes those officers.

Attachment 7 A copy of the Internal Revenue Service Letter granting tax exempt status to the Proposer.

Attachment 8 Copy of most recent filing under Registry of Charitable Trusts.

Attachment 9 Copies of the Proposer's three most current fiscal years (for example 2023, 2022, and 2021) 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. Financial statements will be kept confidential if so stamped on each page. Failure to meet this requirement may, at County discretion, result in determination of non-responsiveness. **Do not submit Income Tax Returns to meet this requirement.**

Attachment 10 **Pending Litigation and Judgments**

The County will conduct a review of Proposer's pending litigation and judgements. Proposer must 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. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

If this item is not applicable, the Proposer must submit a written statement on Proposer's letterhead indicating that Pending Litigation & Judgments are not applicable.

Attachment 11 Unique Entity Identifier (formerly known as Data Universal Numbering System (DUNS) number). The Unique Entity Identifier is a unique nine-digit identification number assigned to all businesses registered with the US federal government for contracts or grants. Proposer's who fail to provide its Unique Entity Identifier may be disqualified.

8.5 SOQ Submission

Proposers will have the option to submit their SOQ either electronically **or** hardcopy, but not both.

SOQ must be submitted as follows:

All SOQs must be submitted typewritten using Century Gothic or Arial, size 12-font on 8 ½ x 11 white paper, and single-sided with 1-inch margins. No erasures are permitted. Mistakes must be crossed out and corrections typed, dated, and initialed.

8.5.1 Electronic Submission

One SOQ must be submitted via electronic mail (email) as follows:

To: Lily Ventura at **CSBGRFSQ2024@dpss.lacounty.gov**

Subject: SOQ FOR CSBG PROGRAM SERVICES (RFSQ#CSBG24-01)

Proposals must be in the form of a clearly legible PDF/scanned document(s) and be an exact representation of the Proposal (i.e., no pages must be missing or misplaced, etc.). Exhibit 11 (Community Business Enterprise (CBE) Information form) in Appendix D (Required Forms) must be submitted in Excel.

Please note emails including attachments are limited to 80 MB. In the event that the full SOQ cannot be submitted as one file due to file size restrictions, Proposers may submit the SOQ documentation in multiple emails. Proposers must include clear descriptions of the content(s) of each email and file. All SOQ documentation must be attached, not linked.

OR

8.5.2 Hardcopy Submission

The original SOQ and one (1) copy must be submitted in a three-ring binder, sealed in an envelope or box, with the name and address of the Proposer and reference the solicitation as follows:

"SOQ FOR CSBG PROGRAM SERVICES (RFSQ#CSBG24-01)

The SOQ must be delivered or mailed to:

Department of Public Social Services
Contract Development Division
12900 Crossroads Pkwy., 2nd floor
City of Industry, CA 91746
Attention: Lily Ventura, Administrative Services Manager I

Submission deadline is December 19, 2024, 12:00 P.M. (Pacific Time), in order to be considered for Calendar Year 2026 funding.

It is the sole responsibility of the submitting Proposer to ensure that its SOQ is received before the submission deadline and can be accessed by the County. Submitting Proposers will bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail, and for any defects in their SOQ. If County cannot access/open the SOQ, it may be rejected and deemed non-responsive.

Statement of Qualifications may be accepted after the deadline for future consideration, if funding is available. Statement of Qualifications submitted after the deadline will be reviewed solely at the County's discretion.

All SOQs will be firm offers and may not be withdrawn following the last day to submit SOQs.

8.6 Acceptance of Terms and Conditions of Master Agreement

Proposers understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix C (Sample Master Agreement).

8.7 SOQ Withdrawals

The Proposer may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Attention: Enedelia Ornelas-Torres, Administrative Services Manager II
Department of Public Social Services
Contract Development Division
12900 Crossroads Pkwy., 2nd Floor
City of Industry, CA 91746

9.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

9.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

9.1.1 Adherence to Minimum Mandatory Requirements

County will review the SOQ to determine if the Proposer meets the minimum mandatory requirements as outlined in Section 4.0 of this RFSQ.

Proposers whose SOQ fails to meet the minimum mandatory requirements may be disqualified and will receive notification from DPSS. The notice will identify which qualifications the agency failed to meet. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present. The Department reserves the right to seek clarification from agencies submitting the SOQ.

9.1.2 Proposer's Qualifications for Core Service Categories

County's review and evaluation will include the following factors:

9.1.2.1 Proposer's references, contracts, and current operations reflect experience and capacity to provide services in the chosen Core Service Category(ies) and presence in the selected Supervisorial District(s).

9.1.2.2 Proposer demonstrates that it meets the Category-Specific minimum qualifications, if applicable.

9.1.2.3 Proposer's plan to provide the specified services within the Core Service Category(ies) demonstrates an appropriate and achievable plan to meet the stated measurable outcomes.

9.1.2.4 Verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts. This review may result in the disqualification of a Proposer's SOQ.

9.1.2.5 A review to determine the magnitude of any pending litigation or judgments against the Proposer as provided in the SOQ.

9.1.2.6 Review the proof of insurability provided in the SOQ.

9.1.2.7 Review the proof of licenses provided in the SOQ.

9.2 Selection/Qualification Process

The Department will generally select Proposers that have met all requirements outlined in the RFSQ and have experience in providing the selected Core Service Category, and subservice, if applicable.

9.3 Master Agreement Award

Proposers who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Proposer, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board of Supervisors-authorized Master Agreements with each selected Proposer. All Proposers will be informed of the final selections.

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

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

10.1.1 The request for a SRR is made within ten (10) business days of the issuance of the RFSQ;

10.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;

10.1.3 The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

10.1.4 The request asserts that either:

10.1.4.1 application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

10.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposer.

The SRR will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

10.2 Disqualification Review

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department will 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 the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

10.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

10.2.2 The request for a Disqualification Review asserts that the Department'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 must be completed and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process

APPENDIX A

SAMPLE

STATEMENT OF WORK

AND TECHNICAL EXHIBITS

PREAMBLE

1.0 SCOPE OF WORK

2.0 CORE SERVICE CATEGORIES AND SUBSERVICES

3.0 COUNTY OF LOS ANGELES COMMUNITY ACTION AGENCY SERVICE AREA

4.0 CSBG PARTICIPANT ELIGIBILITY REQUIREMENTS

5.0 QUALITY CONTROL AND QUALITY ASSURANCE

6.0 CONTRACTOR'S PERSONNEL

7.0 COUNTY FURNISHED ITEMS

8.0 CONTRACTOR FURNISHED ITEMS

9.0 RECORD KEEPING

10.0 REPORTING TASKS AND RESPONSIBILITIES

11.0 CIVIL RIGHTS COMPLAINT PROCEDURES

12.0 PERFORMANCE STANDARDS AND PERFORMANCE OUTCOME MEASURES

13.0 PERFORMANCE REQUIREMENTS SUMMARY

TECHNICAL EXHIBIT 1, PERFORMANCE REQUIREMENTS SUMMARY CHART

TECHNICAL EXHIBIT 2, SAMPLE CONTRACT DISCREPANCY REPORT

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 strives to establish superior services through inter-departmental and cross-sector collaboration that measurably improves the quality of life for the people and communities of Los Angeles County. 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, 4) Customer Orientation, and 5) Equity.

These shared values are encompassed in the County Strategic Plan's three North Stars: 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.

SAMPLE

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 The Request for Statement of Qualifications (RFSQ) will be used to pre-qualify non-profit community-based and faith-based organizations and public entities to provide Community Services Block Grant (CSBG) Program services under one or multiple Core Service Categories. Proposers will apply to provide the services in specified Supervisorial Districts, by submitting a Statement of Qualifications.

Proposers may submit a Statement of Qualifications to be prequalified on an ongoing basis. However, to be considered for Calendar Year 2026 funding, agencies must submit a Statement of Qualifications no later than the due date indicated in the RFSQ, Section 1.0, Solicitation Information and Minimum Mandatory Requirements.

1.2 Overview

The CSBG Program is designed to provide a range of services to assist low-income individuals and families attain the skills, knowledge, and motivation necessary to achieve self-sufficiency. This program was originally part of the War on Poverty under the Economic Opportunity Act of 1964 and has been traditionally seen as a “hand up” rather than a “hand out” for low-income persons.

1.3 Background

The State of California, Department of Community Services and Development (CSD) receives CSBG funding from the Federal Office of Community Services (OCS). CSD awards funds to approved Community Action Agency (CAA) entities throughout California. The Los Angeles County CAA services all areas within the County of Los Angeles except the Cities of Los Angeles, Long Beach, Pasadena, South Pasadena, Arcadia, Duarte, Sierra Madre, Monrovia, and the unincorporated area of Altadena.

The purpose of the CSBG Program is aligned with the Los Angeles County Community Action Board’s (CAB) three-part mission: 1) Enable the poor to become self-sufficient, 2) Ease existing poverty’s challenges, and 3) Address poverty’s primary causes through community action and support.

The purpose of the CSBG is to achieve measurable results in the goal listed below:

- Individuals and families with low-income are stable and achieve economic security.

1.4 Community Action Board

CAA's are federally mandated to work with a CAB, which is tasked with overseeing the implementation of the CSBG-funded programs. The CAB members consist of five (5) representatives from each of the following sectors: public, private, and low-income. The CAB, in collaboration with Los Angeles County CAA, conducts public meetings to discuss issues concerning the CSBG Program. The CAB also

periodically conducts public hearings to gather input on the needs and priorities of low-income individuals and families in the community. The dates and locations of the CAB meetings and public hearings are announced on the CSBG/CAB website:

https://dpss.lacounty.gov/en/community/csbg/cab.html

During the public hearings, the CAB conducts needs assessments. Input from the community is obtained through five (5) public hearings, one in each Supervisorial District, and through community surveys. The results from the hearings and surveys identify the Core Service Categories.

1.5 The Core Service Categories are:

Child and Family Development Services: Provide one or more services to increase positive approaches towards learning, improved mental and behavioral health and overall well-being for children/youth and parents/caregivers. Refer to Statement of Work, Section 2.1 for the services to be provided.

Domestic Violence Services: Provide emergency protection from domestic violence and prevention, intervention, and remediation services. Refer to Statement of Work, Subsection 2.2 for the services to be provided.

Emergency Services: Provide emergency services to low-income individuals/households. Refer to Statement of Work, Section 2.3 for the services to be provided.

Employment Services: Provide employment services to low-income individuals/households. Refer to Statement of Work, Section 2.4 for the services to be provided.

Legal Services: Provide legal assistance to low-income individuals/households. Refer to Statement of Work, Section 2.5 for the services to be provided.

Senior and/or Disabled Adult Services: Provide one or more subservices to assist adults age fifty-five (55) and older and/or adults with disabilities to maintain an independent living situation. Refer to Statement of Work, Section 2.6 for services to be provided.

1.6 Subservices

The following five (5) Core Service Categories have subservices: Child and Family Development; Domestic Violence; Emergency Services; Employment Services; and Senior and/or Disabled Adult Services. Proposers wishing to qualify under these Core Service Categories must also designate which subservice(s) they propose to provide. Proposers may designate one or more subservices in the same Core Service Category. In addition, Proposers must describe their experience with the subservice(s) and their plan to provide the subservice(s) in the Statement of Qualifications.

2.0 CORE SERVICE CATEGORIES AND SUBSERVICES

CSBG is a federally funded national program. The CSBG program rules contain defined goals, called Family National Performance Indicators (FNPIs). CSBG Program rules define the services that may be provided and the measurable outcomes which are reported by DPSS to the State.

The following matrix includes a description of the services and specific information pertaining to each of the Core Service Categories.

2.1 Core Service Category: Child and Family Development Services

Goal Family National Performance Indicator (FNPI)		Services		Measurable Outcomes
Goal 1: Individuals and families with low income are stable and achieve economic security. **FNPI 2 & 5**: Child & Family Development	**SRV#**	**Contractor will provide one or more of the following subservices:**		
	2.C	Other Early Childhood Education (0 - 5-years old) Provides pre-school activities to develop school readiness skills.		Children (0 – 5 years old) demonstrate skills for school readiness.
	2.L	Before and after school activities - Provides recreational or enrichment programs and other before and after school activities for school-aged youth.		Children and youth demonstrate improved positive approaches towards learning, including improved attention skills (1st - 8th grade). Children and youth demonstrate improved positive approaches towards learning, including improved attention skills (9th - 12th grade). Children and youth achieve, at basic grade level, academic, social, and other school success skills (1st - 8th grade). Children and youth achieve, at basic grade level, academic, social, and other school success skills (9th - 12th grade). Individuals demonstrate improved mental and behavioral health and well-being.
	2.M	Summer youth recreational activities - Provides summer youth programs for school-aged youth.		
	2.P	Mentoring programs for at-risk youth – Provides mentoring programs for at-risk youth.		
	2.O	Behavior improvement programs - Provides counseling and peer support group activities for youth.		

2.1 Core Service Category: Child and Family Development Services (Continued)

Goal Family National Performance Indicator (FNPI)		Services		Measurable Outcomes
Goal 1: Individuals and families with low income are stable and achieve economic security. **FNPI 2 & 5:** Child & Family Development	**SRV#**	**Contractor will provide one or more of the following subservices:**		
	5.L	Family planning classes - Provides teen pregnancy prevention programs for youth.		Individuals demonstrate improved mental and behavioral health and well-being.
	5.N	STI/HIV Prevention Counseling Sessions - Provides STI/HIV prevention programs for youth.		
	5.T	Substance abuse counseling - Provides substance abuse prevention programs for youth.		
	5.KK	Family mentoring sessions - Provides family functioning skills enhancement programs, including but not limited to conflict resolution, family counseling, and supportive relationship building.		Individuals improve skills related to the adult role of parents/caregivers.
	5.MM	Parenting classes - Provides parenting skills enhancement programs for parents and other adults, including kinship caregivers.		

2.2 Core Service Category: Domestic Violence Services

Goal Family National Performance Indicator (FNPI)		Services		Measurable Outcomes
Goal 1: Individuals and families with low income are stable and achieve economic security. **FNPI 4 & 5:** Domestic Violence	**SRV#**	**Contractor will provide one or more of the following subservices:**		
	4.M	Temporary Housing Placement - Provides individuals and/or families who are victims of domestic or other types of violence with emergency shelter.		Individuals/households experiencing homelessness obtain safe temporary shelter (Domestic Violence Victims.)
	5.X	Domestic Violence Programs - Provides prevention, intervention, and remediation services such as counseling, case management, life skills training, group counseling, empowerment group, batterer's group, domestic violence education, and parenting classes.		Individuals/households receive domestic violence assistance: Prevention, Intervention, and Remediation.

CATEGORY SPECIFIC MINIMUM REQUIREMENTS – DOMESTIC VIOLENCE:

1. Proposer must have Domestic Violence Counselors who have at least forty (40) hours of Domestic Violence training that meets the requirements contained in California Evidence Code, Section 1037.1; and
2. Proposer must have at least one (1) Domestic Violence Counselor with a minimum of one (1) year experience counseling victims of Domestic Violence.

2.3 Core Service Category: Emergency Services

Goal Family National Performance Indicator (FNPI)		Services		Measurable Outcomes
Goal 1: Individuals and families with low income are stable and achieve economic security. **FNPI 4 & 5:** Emergency Services	**SRV#**	**Contractor will provide one or more of the following subservices:**		
	4.C	Rent payment assistance.		Individuals/households avoid eviction.
	4.E	Mortgage payment assistance.		Individuals/households avoid foreclosure.
	4.i	Utility payment assistance.		Individuals/households receive emergency utility assistance.
	4.M	Temporary housing placement.		Individuals/households experiencing homelessness obtain safe temporary shelter.
	4.N	Transitional housing placement.		Individuals/households maintain safe and affordable housing.
	4.O	Permanent housing placement.		Individuals/households maintain safe and affordable housing for 90 days.
	5.JJ	Food distribution that may include food pantries, soup kitchens, and food cupboards.		Individuals demonstrate increased nutritional skills.

2.4 Core Service Category: Employment Services

Goal Family National Performance Indicator (FNPI)		Services		Measurable Outcomes
Goal 1: Individuals and families with low income are stable and achieve economic security. **FNPI 1 & 7:** Employment Services	**Skills Training and Opportunity for Experience**			Unemployed youth age 14-24 who obtained employment to gain skills or income. Unemployed adults age 25 and older who obtained employment up to the County's living wage. Unemployed adults age 25 and older who obtained employment at the County's living wage or higher. Participants who obtained skills/competences required for employment.
	SRV#	**Contractor will provide one or more of the following:**		
	1.A	Vocational Training* - Vocational skill(s) training that prepares people for jobs and leads to employment.		
	1.B	On-the-Job Training and Other Work Experience* - Provide on-the-job training or other work experience that prepares people for jobs.		
	1.F	Job Readiness Training* - Skills training that prepares people for jobs and leads to employment.		
	1.C	Youth Summer Work Placement** - Obtained a written commitment from one or more employers to employ a specified number of qualified low-income youth referred by Contractor.		
	1.D	Apprenticeship/Internship** - Place qualified low-income individuals in an apprenticeship/internship that leads to employment.		

CATEGORY SPECIFIC MINIMUM REQUIREMENTS – EMPLOYMENT SERVICES:

* **Job Search and Job Training**: Proposers must have documented partnerships and/or existing working relationships with other agencies that provide employment and/or job training services.

Apprenticeship/Internship and Youth Summer Work Placement: Proposer must provide written commitment from one or more employers to employ or provide apprenticeship/internships to a specified number of qualified low-income individuals referred by the agency.

2.4 Core Service Category: Employment Services (Continued)

Goal Family National Performance Indicator (FNPI)		Services		Measurable Outcomes
Goal 1: Individuals and families with low income are stable and achieve economic security. **FNPI 1 & 7:** Employment Services	**Job Search***			Unemployed youth age 14-24 who obtained employment to gain skills or income. Unemployed adults age 25 and older who obtained employment up to the County's living wage. Unemployed adults age 25 and older who obtained employment at the County's living wage or higher. Participants who obtained skills/competences required for employment.
	SRV#	**Contractor must provide at least two of the following:**		
	1.G	Workshops - Assist low-income individuals to enter the workforce by providing resume writing, job interview skills, soft employment skills, and job readiness workshops.		
	1.I	Coaching - Provide individual guidance, assess employment barriers, and develop employment plans.		
	1.L	Job Referrals - Refer low-income individuals to partner employers for job placement.		
	1.M	Job Placement Services - Screen and pre-qualify low-income individuals for placement.		
	Employment Services			
	SRV#	**Contractor will provide one or more of the following:**		
	1.Q	Employment Supplies: Contractor assists participants with obtaining professional clothing, transportation, and/or child care in order to remove barriers for initial or continuous employment.		
	7.K	Re-entry Services: Contractor assists participants with criminal record expungement and other re-entry services in order to remove barriers for initial or continuous employment, and decrease recidivism.		

CATEGORY SPECIFIC MINIMUM REQUIREMENTS – EMPLOYMENT SERVICES: (Please refer to previous page)

2.5 Core Service Category: Legal Services

Goal Family National Performance Indicator (FNPI)		Services		Measurable Outcomes
Goal 1: Individuals and families with low incomes are stable and achieve economic security by receiving legal services. **FNPI 7:** Legal Services	**SRV#** 7.M	**Contractor will provide the following:** Contractor provides legal assistance including, but not limited to, family protection from domestic or other forms of violence, restraining orders, child support orders, custody and visitation orders, immigration services, eviction services, and kinship-related legal assistance. Contractor also provides governmental benefits assistance, counseling regarding health care directives, disability, and other legal issues affecting older adults, disabled adults, caregivers, and kinship caregivers.		Individuals/households receive emergency legal assistance. Seniors age 55-64 receive emergency legal assistance. Seniors age 65 and older receive emergency legal assistance. Adults with disabilities receive emergency legal assistance.

CATEGORY SPECIFIC MINIMUM REQUIREMENTS – LEGAL SERVICES:

Proposers must have attorneys licensed to practice law in the State of California.

2.6 Core Service Category: Senior and/or Disabled Adult Services

Goal Family National Performance Indicator (FNPI)		Services		Measurable Outcomes
Goal 1: Individuals and families with low incomes are stable and achieve economic security by receiving senior and/or disabled adult services. **FNPI 5 & 7**: Senior & Disabled Adult Services (Age 55 and older or Disabled Adults).	**SRV#**	**Contractor will provide one or more of the following subservices:**		Seniors age 55-64 years of age maintain an independent living situation. Seniors age 65 or older maintain an independent living situation. Adults with disabilities maintain an independent living situation.
	5.i	In-home affordable seniors/disabled care sessions (nursing, chores, personal care services) - Provides home management assistance, including cleaning and property maintenance services, respite care and kinship support services.		
	5.P	Wellness Classes - Provides recreational and/or social activities and support groups to low-income seniors or disabled adults (e.g. stress reduction, medication management, and mindfulness).		
	5.Q	Exercise/Fitness - Provides physical exercise to low-income seniors or disabled adults.		
	5.ii	Prepared meals - Provides assistance for home delivered (meals on wheels) or congregate meals.		
	7.A	Case management services – Provides case management services to low-income seniors and disabled adults.		
	7.D	Transportation Services - Provides bus passes and bus transport services to low-income seniors and disabled adults.		

2.7 Contractor Responsibilities:

2.7.1 Ensure that all participants served meet the program eligibility requirements set forth in Section 4.0, CSBG Client Eligibility Requirements.

2.7.2 Ensure that Contractor has the language capability to serve the targeted population.

2.7.3 In addition to having English language capabilities, Contractor will have language capabilities in the following languages (check all that apply):

☐ Armenian	☐ Cambodian	☐ Chinese
☐ Korean	☐ Russian	☐ Tagalog
☐ Spanish	☐ Vietnamese	☐ None
☐ Other (list):		

2.7.4 Answer questions pertaining to the CSBG Program.

2.7.5 Provide outreach activities for the Medi-Cal and CalFresh Programs, and Earned Income Tax Credit (EITC) services in conjunction with the services mentioned in Section 2.0.

2.7.6 Conduct outreach efforts to ensure the community served is provided with information about available CSBG Program services. Outreach activities include, but are not limited to, mailers/flyers distributed at community events, schools, community centers, places of worship, and social services offices.

2.7.7 Provide administrative services during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor is not required to provide services on County-recognized holidays.

2.7.8 Except as listed in Section 7.0, County Furnished Items, Contractor must provide all administrative services, supervision, personnel, materials, and other items or services necessary to provide CSBG Program services.

2.7.9 Monitor the services provided to ensure quality service delivery. The Contractor must maintain monitoring reports that are available to County, upon request.

2.7.10 Ensure that office space where the agency operates and provides services is maintained. The County must have access to the office for purposes of monitoring and auditing Contractor records and participant files.

2.7.11 Attend at least three (3) CAB meetings per Calendar Year and provide a presentation to the CAB about the services provided by the Contractor upon request.

2.7.12 Adherence to **County's Quality Assurance Plan** report that will include improvement/corrective action measures taken by the County and the Contractor.

3.0 COUNTY OF LOS ANGELES COMMUNITY ACTION AGENCY SERVICE AREA

3.1 The County of Los Angeles Community Action Agency includes the following cities:

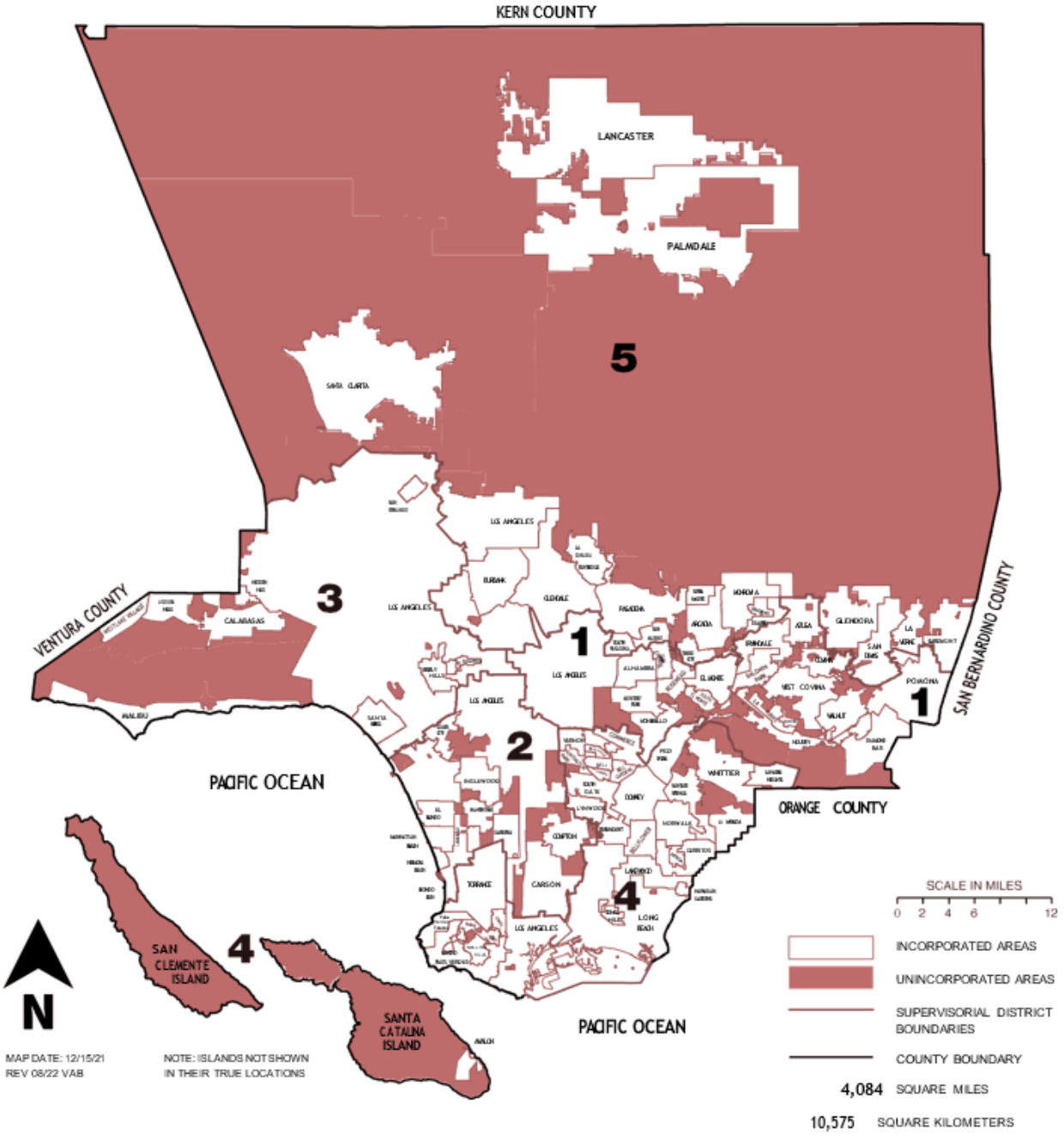
Cities	Cities
Agoura Hills	La Verne
Alhambra	Lakewood
Artesia	Lancaster
Avalon	Lawndale
Azusa	Lomita
Baldwin Park	Lynwood
Bell	Malibu
Bellflower	Manhattan Beach
Bell Gardens	Maywood
Beverly Hills	Montebello
Bradbury	Monterey Park
Burbank	Norwalk
Calabasas	Palmdale
Carson	Palos Verdes Estates
Cerritos	Paramount
Claremont	Pico Rivera
Commerce	Pomona
Compton	Rancho Palos Verdes
Covina	Redondo Beach
Cudahy	Rolling Hills
Culver City	Rolling Hills Estates
Diamond Bar	Rosemead
Downey	San Dimas
El Monte	San Fernando
El Segundo	San Gabriel
Gardena	San Marino
Glendale	Santa Clarita
Glendora	Santa Fe Springs
Hawaiian Gardens	Santa Monica
Hawthorne	Signal Hill
Hermosa Beach	South El Monte
Hidden Hills	South Gate
Huntington Park	Temple City
Industry	Torrance
Inglewood	Vernon
Irwindale	Walnut
La Cañada Flintridge	West Covina
La Habra Heights	West Hollywood
La Mirada	Westlake Village
La Puente	Whittier

3.2 The County of Los Angeles Community Action Agency Service Area also includes all the unincorporated areas of the County of Los Angeles except the unincorporated area known as Altadena and the Monrovia/Arcadia/Duarte islands. The following chart lists the unincorporated areas included in the County of Los Angeles Community Action Agency:

Unincorporated Areas within the County of Los Angeles

Unincorporated Areas	Supervisorial District
Acton	5
Agoura	3
Alpine	5
Agua Dulce	5
Anaverde	5
Angeles National Forest	5
Athens Village	2
Athens-Westmont	2
Avocado Heights	1
Azusa	1
Baldwin Hills	2
Bandini Islands	4
Bassett	1
Big Pines	5
Bouquet Canyon	5
Calabasas Highlands	3
Canyon Country	5
Castaic	5
Cerritos	4
Charter Oak	1
Covina	1
Covina (Charter Oak)	1, 5
Crystalaire	5
Deer Lake Highlands	5
Del Aire	2
Del Rey	2
Del Sur	5
Desert View Highlands	5
East Covina	5
East Gardena	2
East La Mirada	4
East Los Angeles	1
East Pasadena	5
East Rancho Dominguez	2
East Whittier	4
El Camino Village	2
El Dorado	5
El Monte	1
Elizabeth Lake	5
Fairmont	5
Florence-Firestone	2
Forrest Park	5
Franklin Canyon	3
Glendora	5
Hacienda Heights	1
Gorman	5
Green Valley	5
Harbor Gateway	2
Hawthorne	2
Hi Vista	5
Kagel/Lopez Canyons	5
La Crescenta-Montrose	5
La Habra Heights	4
La Rambla	4
La Verne	5
Ladera Heights	2
Lake Hughes	5
Lake Los Angeles	5
Lake Manor	3
Lakeview	5
Lakewood	4
Lennox	2
Leona Valley	5
Littlerock	5
Littlerock/Juniper Hills	5
Littlerock/Pearblossom	5
Llano	5
Long Beach (islands)	4
Lynwood	4
Marina del Rey	2
Mulholland Corridor Cornell Las Virgenes/Malibu Canyon Malibou Lake Malibu Bowl Malibu/Sycamore Canyon Monte Nido Seminole Hot Springs Sunset Mesa Triunfo Canyon	3
Neenach	5
Newhall	5
North Claremont	5
North Lancaster	5
North Whittier	1
Northeast San Gabriel	1, 5
Padua Hills	5
Palmdale	5
Palos Verdes Peninsula	4
Pearblossom/Llano	5
Pellissier Village	1
Placerita Canyon	5
Pomona	1
Pyramid Lake	5
Quartz Hill	5
Rancho Dominguez	2
Romero Canyon	5
Roosevelt	5
Rosewood	2
Rosewood/East Gardena	2
Rosewood/ West Rancho Dominguez	2
Rowland Heights	1
San Clemente Island	4
San Francisquito Canyon/Bouquet Canyon	5
San Jose Hills	1
San Pasqual	5
Sand Canyon	5
Santa Catalina Island	4
Santa Monica Mountains	3
Saugus	5
Saugus/Canyon Country	5
Soledad Canyon	5
South Antelope Valley	5
South Edwards	5
South El Monte	1
South San Gabriel	1
South Whittier	4
Southeast Antelope Valley	5
Southern Oaks	5
Stevenson Ranch	5
Sulphur Springs	5
Sun Village	5
Sunland	5
Sunrise Village	4
Texas Canyon	5
Three Points	5
Tujunga (adjacent)	5
Twin Lakes/Oat Mountain	5
Universal City	5
Val Verde	5
Valencia	5
Valinda	1
Valyermo	5
Vasquez Rocks	5
View Park/Windsor Hills	2
Walnut	1
Walnut Park	4
West Antelope Valley	5
West Carson	2
West Chatsworth	3
West LA	3
West Puente Valley	1
West Rancho Dominguez	2
West Whittier/Los Nietos	4
West Hills	3
Westridge	5
Westfield/Academy Hills	4
White Fence Farms	5
Whitney Canyon	5
Whittier	4
Whittier Narrows	1
Willowbrook	2
Wilsona Gardens	5
Wiseburn	2
Wrightwood	5

The following map shows the unincorporated portions of the County of Los Angeles:



3.3 The County of Los Angeles Community Action Agency Service Area **does not** include the following cities:

- City of Los Angeles;
- Long Beach;
- Pasadena;
- South Pasadena;

- Arcadia;
- Duarte;
- Sierra Madre;
- Monrovia; and
- The unincorporated area of Altadena.

To be eligible for CSBG services funded by the County of Los Angeles Community Action Agency, participants must live within the County of Los Angeles Community Action Agency Service area.

4.0 CSBG PARTICIPANT ELIGIBILITY REQUIREMENTS

In order to be eligible for services, participants must meet the following requirements:

4.1 Income Eligibility Requirement:

Applicants/households must be at or below 125% of the United States Department of Health and Human Services income poverty guidelines.

Please refer to the Calendar Year 2024 income limits table in Subsection 4.1.2, below.

4.1.1 Income Verification Documents:

The following documents will be acceptable to verify income eligibility requirements for the program.

- Three months of current pay stubs for earned income;
- Eligibility letter for CalWORKs or General Relief;
- Award letter for Social Security Administration (SSA): Retirement, Survivors or Disability income or an award letter for Supplemental Security Income (SSI) income;
- Unemployment Insurance Benefits check stubs; or
- Self-declaration form. However, this form of verification cannot be used as proof of income for more than 10% of the Contractor's projected annual number of participants unless prior written approval has been granted by the County Contract Administrator.

4.1.2 CSBG 2024 Federal Poverty Level (FPL) Guidelines

2024 ANNUAL POVERTY GUIDELINES 125% FPL		
Size of Family Unit or Number in Household	**Monthly Income Limit at 125% FPL**	**Annual Income Limit at 125% FPL**
1	$1,568	$18,825
2	$2,129	$25,550
3	$2,689	$32,275
4	$3,250	$39,000
5	$3,810	$45,725
6	$4,370	$52,450
7	$4,931	$59,175
8	$5,491	$65,900
For family units with more than 8 members, add $6,725 to the annual income for each additional member at 125% Federal Poverty Level.		

4. 2 Residence Eligibility Requirement:

Applicants/Households must reside in the County of Los Angeles Community Action Agency Service Area as described in Statement of Work, Section 3.0, County of Los Angeles Community Action Agency Service Area, herein. To determine whether a potential participant resides within the County of Los Angeles Community Action Agency Service Area, an address search may be performed at Los Angeles County Registrar Recorder/County Clerk website:

https://www.lavote.gov/apps/precinctsmaps.

4.2.1 Residence Verification Documents:

The following documents will be acceptable to verify residence eligibility requirements for the program:

- Mortgage, Rent/Lease agreement with participants name and current address;
- Gas or Electric bill with participants name and current address. If participant is a minor, the parent or responsible guardian name and current address must appear on the documentation; or
- Self-declaration form. However, this form of verification cannot be used as proof of residence for more than 10% of the Contractor's projected annual number of participants unless prior written approval has been granted by the County Contract Administrator.

4.3 Any other documentation used for verification of income or residence must have prior written approval from the County Contract Administrator.

5.0 QUALITY CONTROL AND QUALITY ASSURANCE

5.1 Contractor's Quality Control Plan

If awarded a Master Agreement, the Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Master Agreement and/or Service Requisition. The Plan, which is subject to approval or rejection by the County, must be submitted to the County Contract Administrator for review within 90 days from the start of the Service Requisition. Revisions to the Plan must be submitted as changes occur during the term of the Master Agreement and/or Service Requisition. The Plan must include, but may not be limited to the following:

5.1.1 Method and frequency of monitoring to ensure that all Master Agreement and Service Requisition requirements are being met;

5.1.2 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;

5.1.3 Method for assuring that all participants meet the CSBG eligibility requirements;

5.1.4 Data collection and monitoring systems to ensure that services are equitable for all CSBG applicants, including those who are immigrants, refugee, and have limited-English proficiency;

5.1.5 Method for assuring that all professional staff rendering services under the Master Agreement and Service Requisition has the necessary prerequisites; and

5.1.6 A record of all inspections conducted by the Contractor, and any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

5.2 Quality Assurance Plan

The County will evaluate the Contractor's performance under this Service Requisition using the quality assurance procedures as defined in the Master Agreement and Service Requisition.

The County will evaluate the Contractor's performance on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement and Service Requisition terms and performance standards. Contractor deficiencies, which the County determines are severe or continuing and may place performance of the Master Agreement or Service Requisition in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report 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 the Master Agreement

and/or Service Requisition or impose other penalties as specified in the Master Agreement or Service Requisition.

5.2.1 Performance Evaluation Meetings

The County and the Contract Manager will jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, at the discretion of the County Contract Administrator, a meeting will be held within five (5) days, at a mutually agreed upon time and place to discuss the problem.

5.2.2 Contract Discrepancy Reports (CDR's)

The County Contract Administrator will issue a written CDR to the Contract Manager or designee. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Administrator within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A Corrective Action Plan, including a timetable for correction of all deficiencies identified in the CDR, must be submitted to the County Contract Administrator within ten (10) business days.

5.2.3 Government Observations

Federal, State and/or County personnel, in addition to County contract staff, may observe performance, activities, or review documents required by this Master Agreement and/or Service Requisition at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor performance.

6.0 CONTRACTOR'S PERSONNEL

In the event that Proposer is awarded a Master Agreement and a Service Requisition, Proposer will be responsible for providing staff including, but not limited to:

6.1 Contract Manager

The Contract Manager and a designated alternate must:

6.1.1 Be identified in writing prior to the Master Agreement award and at any time thereafter a change of Contract Manager or alternate is made;

6.1.2 Be responsible for the overall management and coordination of the Master Agreement and Service Requisition(s) and act as liaison with County;

6.1.3 Have passed a criminal background check as indicated in Sample Master Agreement, Section 7.5, Background and Security Investigations (see Appendix C);

6.1.4 Have full authority to act for the Contractor on all Master Agreement matters relating to the daily operations of related Service Requisitions;

6.1.5 Be responsible for planning, coordinating, and implementing service delivery systems for CSBG Services and the overall management of the Contract; and

6.1.6 Meet the minimum qualifications included in Request for Statement of Qualifications, Section 4.0.

6.2 Other Contractor Staff

Contractor must provide supervisory, administrative, and direct services personnel to accomplish the services required under the Master Agreement and Service Requisition. Contractor staff/personnel includes employees, independent contractors and volunteers.

Contractor must ensure all Contractor personnel, including volunteers, providing Contract services:

6.2.1 Pass a criminal background check as indicated in Sample Master Agreement, Section 7.5, Background and Security Investigations (see Appendix C);

6.2.2 Qualify in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto;

6.2.3 Are trained and qualified to handle sensitive materials and perform confidential duties and can communicate effectively using good judgment and diplomacy.

7.0 COUNTY FURNISHED ITEMS

7.1 Training

The County will provide training services for up to two (2) Contractor employees who work directly with CSBG participants on CSBG Services, within sixty (60) days after the start date of any Service Requisition or as soon as possible, and periodically throughout the contract term, as required by County. Contractor requests for training of additional staff may be granted at the sole discretion of County.

The County will provide training to Contractor staff in the following:

7.1.1 CSBG Services (Train-the-Trainer);

7.1.2 Overview of CSBG eligibility and documentation requirements;

7.1.3 Civil Rights and ADA Title II; and

7.1.4 CSBG – Contract Invoicing System training.

The County may add mandatory trainings of all Contractor staff, as deemed necessary by the County.

7.2 Materials

The County will supply the following materials to Contractor within thirty (30) days of start date or as soon as possible, and periodically throughout the contract term:

7.2.1 All mandated pamphlets and posters;

7.2.2 A supply of civil rights complaint forms; and

7.2.3 A list of County-observed holidays.

8.0 CONTRACTOR FURNISHED ITEMS

8.1 Facilities and Service Sites

8.1.1 The Contractor must provide necessary space, furniture, utilities, telephones, and supplies to perform CSBG Program services.

8.1.2 The Contractor must provide service sites that are located in the Supervisorial District for which the Service Requisition has been awarded or obtain County approval for special circumstances.

8.2 Equipment/Supplies

8.2.1 Contractor must provide all computer equipment and supplies necessary to conduct CSBG services.

8.2.2 Contractor must ensure that all Contractor computers that contain information about CSBG participants are secure and confidentiality is maintained.

8.2.3 Contractor must establish and maintain records of all equipment/supplies purchased with County funds and provide the County with a list of equipment/supplies which details the following:

- Name and phone number of Contractor's contact person where equipment is located;
- Address where equipment is located;
- Type of equipment;
- Brand Name and model of equipment;
- Serial Number;
- Date of purchase;
- Cost of equipment; and
- Source of funding and percentage of use under program.

8.2.4 Upon termination or expiration of this Contract, equipment/supplies with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of by the contractor with no further obligation to the County.

8.2.5 Upon termination or expiration of this Contract, all Contractor equipment purchased with County funds with a current per unit fair market value in excess of $5,000 may be retained by contractor or sold. The County is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the County's percentage of the original purchase price. If the equipment is sold, the County may permit the Contractor to deduct and retain $500 or 10% of the proceeds, whichever is less, for its selling and handling expenses.

8.3 County Contract Administrator Procedures

8.3.1 To meet County inventory control requirements, on no less than a semi-annual basis and throughout the term of the Contract, County Contract Administrator will conduct inventories of all equipment purchased by Contractor using County funds.

8.3.2 All equipment purchased by the Contractor utilizing County applications/network must be approved by the DPSS' Information Technology Division to ensure purchased equipment is compatible with County's equipment.

8.4 Contractor Procedures

8.4.1 Contractor must update the equipment inventory on no less than a semi-annual basis and must provide County an updated inventory list during the term of this Service Requisition upon request.

8.4.2 During the term of this Service Requisition, Contractor must request and receive prior authorization from County to purchase all equipment, supplies and materials not furnished by County that are necessary to perform all services required under this Service Requisition. Such purchases must be within the Service Requisition budget limits.

8.5 Staffing

Contractor must provide sufficient professional, experienced, and bilingually competent staff to administer the CSBG program.

8.5.1 Contractor must provide County with standards used to certify fluency of staff providing services in languages other than English (e.g. native, speaker and/or educational level).

8.5.2 Contractor must ensure key management staff is available for contact, and when there is a vacancy, replacement is made within fifteen (15) days. For all other staff levels, replacements must be made within thirty (30) days.

8.5.3 Contractor must have a staffing plan to ensure uninterrupted delivery of CSBG services during a staff reduction situation, illness and/or vacation. Back-up staff must be available within one (1) hour, and when there is a vacancy, replacements must be made within thirty (30) days. Contractor must submit updated staffing plan to County Contract Administrator to report any changes.

8.5.4 Contractor must notify County in writing of any change in the name or address of the Contractor's Manager within ten (10) calendar days.

9.0 RECORD KEEPING

9.1 Participant Records/Files

Contractor must maintain a physical case record file for each participant who receives CSBG Services in locked drawers and cabinets at the Contractor's office. Contractor must limit access to these files to Contractor's designated staff. These files are subject to audit and must be accessible to the County upon request during any business day. The records must be kept in a folder, identifiable by the CSBG participant's name. These records must include, but are not limited to, the following:

a. Participant's Name;

b. Primary Language;

c. Birth date;

d. Residence Address;

e. Residence Phone Number;

f. Message Number;

g. Intake Form signed and dated by Participant/Legal Guardian and Staff;

h. Case notes including time, date, and type of service with signature of staff;

i. Service unit tracking logs;

j. Documentation of outcomes achieved by participant and supporting documentation;

k. Date of termination, discharge, or completion of service;

l. Verification of income and residence; and

m. Printout of each address search validated on the Los Angeles County Registrar-Recorder/County Clerk website.

9.2 Contractor must complete a new intake form and obtain updated verification of residence and income for all participants at least annually beginning with each Calendar Year, whenever a participant begins a new service, or after a lapse in service.

9.3 Contractor must maintain all records at a central facility for five (5) years after the termination of this Service Requisition or five (5) years after the conclusion of any audits that started during Service Requisition period, whichever is later.

9.4 Confidentiality of Records

9.4.1 Contractor staff, including volunteers, must maintain the confidentiality of CSBG participant records and sign the Confidentiality Agreements.

9.4.2 Contractor must maintain the confidentiality of its employees' and volunteers' records, including the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. The Contractor must limit access to these files to Contractor's designated staff. These files are subject to audit and must be accessible to the County upon request during any business day.

10.0 REPORTING TASKS AND RESPONSIBILITIES

Contractor must provide all management services necessary for the provision of CSBG Program services. Contractor's management services may include, but are not limited to:

10.1 Complete and submit FNPI report information by the fifteenth (15) calendar day of the following month of all Contractor performed activities unless instructed to do so otherwise. FNPI report information may include, but is not limited to:

- Performance measure outcome data, services, and goals.

10.2 Complete and provide any reports/forms as required by the County concerning its activities as they affect the Master Agreement and Service Requisition duties and purpose by the due dates established by the County.

10.3 Provide the County with written statements, records, and documents within five (5) business days of County's request.

10.4 Provide assistance and be available to meet/consult with County management staff as needed.

11.0 CIVIL RIGHTS COMPLAINT PROCEDURES

Contractor must develop and operate procedures for receiving, forwarding, and responding to Civil Rights Complaints.

Contractor must follow steps outlined in the Civil Rights Complaint Flowchart Process for Contractors.

11.1 Contractor must provide the participant with a PA 607, Complaint of Discriminatory Treatment Form or the GEN 1179, Complaint of Discrimination Form, in the participants' designated/preferred language and assist the participant with completing the form if requested. Participants may also file a complaint by completing a written statement or by calling the Civil Rights Complaint Hotline at (562) 908-8501.

11.2 Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed/maintained on an internal complaint log.

11.3 Contractor must designate a Contractor Contract Manager to act as a Civil Rights Liaison between Contractor and the County Contract Administrator.

11.4 The Contractor's Contract Manager/Civil Rights Liaison must forward all PA 607s and GEN 1179s received to the County Contract Administrator within two (2) business days. County Contract Administrator will immediately forward written statements and forms received to the DPSS Civil Rights Section for investigation.

11.5 Contractor Contract Manager/Civil Rights Liaison must not attempt to investigate Civil Rights complaints. Investigations are handled by the Civil Rights Section.

12.0 PERFORMANCE STANDARDS AND PERFORMANCE OUTCOME MEASURES

12.1 Contractor must maintain sufficient documents that substantiate that services were delivered and met, including but not limited to:

- Participant records/files;
- Sign-in sheets;
- Service logs;
- Staff time records;
- Statistical reports related to the provided services; and
- Required documentation such as business license, certifications, professional licenses, etc., related to the provided services.

12.2 Performance Measures will be consistent with the FNPIs for the specified Core Service Category and Subservices.

Contractor must ensure that the services provided under the Service Requisition contribute to meeting the specified FNPI(s). The Contractor must also provide additional outcome data as required by the County. Should there be a change in federal, State and/or County policies/regulations, the County may revise these Performance Measures.

The County will utilize the Performance Measures to monitor and calculate the Contractor's performance. (See Appendix A, Statement of Work, Section 2.0, Core Service Categories and Subservices).

12.3 Contractor must meet the following Performance Measures:

a. Contractor must maintain performance levels at 70% of the projected number of clients and/or service units.

b. To be determined based on Core Service Category and subservice.

12.4 The Performance Requirements Summary chart displays the major services and standards for performance to which the Contractor will be held.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

13.1 Introduction

The Performance Requirement Summary displays the major services that will be monitored during the term of the Master Agreement and Service Requisition. It indicates the required services, the Standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the fiscal deductions for unsatisfactory performance.

All listings of required services or Standards used in the Performance Requirement Summary are intended to be consistent with the Master Agreement, Service Requisition and Statement of Work, and are not meant, in any case, to create, extend, revise or expand any obligation of Contractor beyond that defined in the Master Agreement, Service Requisition and Statement of Work.

In any case of apparent inconsistency between required services or Standards as stated in the Master Agreement, Service Requisition, Statement of Work and the Performance Requirement Summary, the meaning apparent in the Statement of Work will prevail.

The County expects a high standard of Contractor performance for the required service. DPSS will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in the Master Agreement, Service Requisition and Statement of Work summarized in the Performance Requirement Summary. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

13.2 Performance Requirement Summary Chart

The Performance Requirement Summary Chart:

- Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
- Defines the Standards of performance for each of the required services and outcomes (Column 2 of chart).
- Indicates the method of monitoring the services (Column 3 of chart).
- Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level for each required service or outcome that is allowed before the County assesses fiscal deductions or points (Column 4 of chart).
- Indicates the fiscal deductions to be assessed for failing to meet the Acceptable Quality Level for each listed required service or outcome (Column 5 of chart). The Acceptable Quality Level serves as the baseline for assessing fiscal deductions.

13.3 Quality Assurance

Contractor performance will be compared to the Standard Acceptable Quality Level. County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent (100%) inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of reports, statistical record and files maintained by the Contractor; and
4. On-site evaluations.

13.4 Contract Discrepancy Report (CDR)

A CDR is a report used by the County Contract Administrator to record discrepancies with contract requirements or problems with Contractor's performance. If the Contractor is not complying with contract requirements and/or Contractor's performance is determined to be unsatisfactory, the County Contract Administrator is required to forward a CDR to the Contractor for a response and Corrective Action Plan to the discrepancy.

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during monitoring procedures does not exceed the number of discrepancies allowed by the Acceptable Quality Level.

When performance is unacceptable, the Contractor will be required to respond to a CDR as follows:

13.4.1 A written CDR will be made to the Contract Manager or the back-up as soon as possible whenever a discrepancy is identified.

13.4.2 When the CDR is issued, it will be mailed, emailed or hand carried, at the County Contract Administrator's discretion, to the Contract Manager or the back-up.

13.4.3 Upon receipt of a CDR, the Contractor is required to respond in writing to the County Contract Administrator within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation(s) for the questioned action(s).

13.4.4 Contractor must present a Corrective Action Plan to immediately address all failures of performance identified in the CDR within ten (10) business days. The County Contract Administrator may extend the deadlines when there are extenuating circumstances, an extension is favorable to the County, and if Contractor requests an extension in writing prior to the due date.

13.4.5 A Corrective Action Plan is a written explanation that describes what actions the Contractor has taken, or will take, to remedy the discrepancy and meet contract requirements, how reoccurrence of the problem will be prevented, and a targeted date of completion. The Corrective Action Plan must include a written explanation stating the reasons for the unacceptable performance, how the poor performance will be corrected, how it will resume at an acceptable level, and how recurrence of the problem will be prevented.

13.4.6 The County Contract Administrator will evaluate the Contractor's explanation on the CDR and if the County Contract Administrator determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, the County Contract Administrator may decline to either count such as unsatisfactory performance for the period or assess the fiscal deduction.

13.5 Criteria for Acceptable or Unacceptable Performance – Random Sampling

The County Contract Administrator will determine the number of defects that renders a service unsatisfactory as follows:

13.5.1 Select a sample at random so that it will be a representation of the entire population.

13.5.2 Compare the sample to the Standard, and the conclusions made are about Contractor performance for the whole group.

13.5.3 The random sampling plan includes the following information:

- Acceptable Quality Level: The maximum percent of defects that can be accepted and still meet the Standard for satisfactory performance;
- Lot Size: The total number of unit or services to be provided; and

- Sample Size: The number of units to be checked in a given time period.

The Acceptable Quality Level for each sample is taken from the Performance Requirement Summary. The lot size is determined by how often the Contractor will provide a service during the period/sample month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

13.6 Remedy of Defects

Notwithstanding a finding of unacceptable performance service and assessment of fiscal deductions, Contractor must, within ten (10) business days, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the County Contract Administrator, perform such services again at an acceptable level.

13.7 Unsatisfactory Performance Remedies

When Contractor performance does not conform with the requirements of the Master Agreement, Service Requisition, and the Statement of Work, the County will have the option to apply any or all of the following nonperformance remedies:

13.7.1 Require Contractor to implement a formal Corrective Action Plan, subject to approval by 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 the recurrence of unacceptable performance.

13.7.2 Reduce payment to Contractor by a computed amount based on the fiscal deductions in the Performance Requirement Summary Chart.

13.7.3 Reduce, suspend, cancel, or terminate the Service Requisition and/or the Master Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

13.7.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within ten (10) business days will constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as consequence of Contractor's failure to perform said service(s) satisfactorily, as determined by County, will be credited to County on Contractor's future invoice. This section does not preclude the County's right to terminate the Master Agreement as provided for in Master Agreement, Subsection 8.41, Termination for Convenience.

SAMPLE
PERFORMANCE REQUIREMENTS SUMMARY CHART

SECTION	STANDARD	REVIEW	ACCEPTABLE QUALITY LEVEL	FISCAL PENALTY
Master Agreement, Subsection 5.5, Invoices and Payments, Paragraph 5.5.4	Contractor must submit complete and accurate monthly invoices to the County by the 10th calendar day of the month following the month of service by electronic invoice submission on the Contract Invoicing System (CIS).	Inspection of files	100%	$50.00 per monthly occurrence of late submission for the same invoice
Master Agreement, Subsection 5.5, Invoices and Payments, Paragraph 5.5.13	Contractor must provide a Final Close-out Report by the announced deadline in the designated form and manner.	Date of receipt by County	100%	$100 per occurrence
Master Agreement, Subsections 8.23, General Provisions for All Insurance Coverage, and 8.24, Insurance Coverage	Contractor maintains the appropriate insurance coverage and ensures that current certificates are submitted to CAA within ten (10) days of insurance expiration.	Inspection of files	100%	$100 per occurrence of insufficient insurance coverage and/or delayed submission of the certificate of coverage
Master Agreement, Subsection 9.8, Shred Confidential Documents	Contractor must ensure that confidential documents/pages must be shredded and not discarded in trash containers.	On-site visit	100%	$50 per occurrence
Statement of Work, Section 2.0	Contractor must conduct outreach activities to distribute information on the Medi-Cal and Food Stamp Programs and EITC services.	Inspection & Observation, User Complaints	100%	$50 per occurrence

Statement of Work, Section 2.0	Contractor must provide administrative services for the hours specified.	On-site visit; Observation	100%	$50 per daily occurrence of not providing services due to unjustified facility closure.
Statement of Work, Section 2.0	Contractor must monitor services to ensure quality service delivery and must maintain reports on file.	Inspection of files	100%	$100 per occurrence of a client not receiving services in accordance to the specific tasks in the Statement of Work.
Statement of Work, Section 4.0, CSBG Participant Eligibility Requirements	Contractor must ensure that the client meets the two Program requirements: 1) Meet CSBG Federal Poverty Guidelines; and 2) Resides in the Supervisorial District and in the County of Los Angeles Community Action Agency Service Area.	CIS Client Data and Inspection of files	98%	$50.00 per client per month that does not meet all of the eligibility requirements.
Statement of Work Section 5.0, Subsection 5.1	Contractor must submit a County approved QC Plan within ninety (90) days from the start of the Service Requisition.	Inspection of files	100%	$50.00 for late submission
Statement of Work Section 5.0, Paragraph 5.2.1	Contractor must attend all pre-scheduled performance evaluation meetings with Contract Program Monitor.	Meeting attendance	100%	$50.00 per occurrence of a missed appointment
Statement of Work Section 6.0, Paragraphs 6.2.1 and 6.2.2	Contractor must ensure that all staff pass a background investigation to the satisfaction of the County, and qualify in accordance with federal, State, and local laws, ordinances, regulations, and requirements applicable.	Inspection of files	100%	$100 per occurrence of an employee not passing the background investigation or lacking any record of a background investigation.

Statement of Work, Section 9.0, Subsection 9.1, Participant Records/Files	Contractor must maintain documentation that substantiates that services to each client were provided.	On-site visit; Review of documents	98%	$50.00 per client per month where documentation is not provided/maintained.
Statement of Work Section 9.0, Paragraphs 9.4.1 and 9.4.2	Contractor must ensure that all staff working under this contract have signed Confidentiality forms and they are maintained in locked drawers and cabinets.	Inspection of files	100%	$100 per occurrence of an employee with no signed confidentiality form on file.
Statement of Work, Section 10.0, Subsection 10.1	Contractor must submit complete and accurate reports into the CIS system by the 15th calendar day following the month of all contractor performed activities as determined based on Core Service Categories and Subservice(s).	Review of CIS data reports	90%	$100 per occurrence, when Contractor has not updated CIS with performance outcomes, services and goals.
Statement of Work, Paragraph 12.3.a	Contractor must maintain performance levels at 70% of the projected number of clients and/or service units.	On-site visit; Review of documents	100%	$100 per occurrence
Statement of Work, Subsection 13.4	Contractor must ensure that the Contract Manager responds to a formal contract discrepancy report within five (5) business days and submits a corrective action plan within ten (10) business days.	Observation; Review of documents	100%	$100 per occurrence of non-responsiveness to a CDR.

SAMPLE CONTRACT DISCREPANCY REPORT

TO: Name, Executive Director _____
Agency Name _____
Address _____
City, CA 9XXXX _____

FROM: Name, County Contract Administrator _____

DATE: _____

Master Agreement #: _____ **Service Requisition #(s):** _____

Date returned by Contractor: _____ **Date action completed:** _____

As a result of a review, the following discrepancy(ies) was identified:

Discrepancy(ies):

_____

Requirement(s):

_____

Please complete and return this completed Contract Discrepancy Report (CDR) by _____ .

This CDR must include a corrective action plan explaining how the discrepancy will be corrected and what actions will be taken to avoid future discrepancies.

_____ _____
Signature of CCA Date

CONTRACTOR RESPONSE (Cause and Corrective Action Plan):

(Attach Additional Sheets if Necessary)

_____

_____ _____

Signature of Contractor Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____ _____

Signature of CCA Date

COUNTY ACTIONS:

_____

CONTRACTOR NOTIFIED OF ACTION:

CCA Signature and Date: _____

Contract Representative's Signature and Date: _____

Contractor shall email a response to Name, County Contract Administrator, at Name@dpss.lacounty.gov within 10 business days of receipt of this document.

APPENDIX B

REQUEST FOR SERVICE (RFS) PROCESS

The following describes the process that the Department of Public Social Services (DPSS) will use in selecting Master Agreement Agencies that will render services for the CSBG Program. This does not preclude DPSS from awarding a Service Requisition directly to a specific firm with an existing Master Agreement when it is in the County's best interest, as determined by the County's DPSS.

A. Request for Services

DPSS will work with the Supervisorial District Offices to determine which Core Service Categories and Subservices are to be funded in the five (5) Supervisorial Districts for the year. DPSS will identify the Master Agreement agencies that are qualified to provide services in the Core Service Category(ies) and Subservices in the Supervisorial Districts. DPSS will then send a Request for Services to such Master Agreement agencies, which will be in the form of a Statement of Work under a particular or multiple Core Service Category(ies), Subservice(s), if applicable, and Supervisorial District. The Statement of Work will describe the requested service(s) in detail, including the scope, required skills, funding availability, and reporting requirements. Agencies will usually be given two weeks after the issue date of the Request for Service to submit proposals. DPSS reserves the right to reduce the response time to meet its service needs.

B. Proposal Submission for Request for Service Projects

In response to the Request for Service, interested Master Agreement Agencies will submit proposals to DPSS including:

1. A detailed work plan, describing the agency's proposed approach to providing services, and a full description of the planned methodology to be employed.

2. The specific and measurable outcomes to be utilized by the agency that demonstrate progress to meeting National CSBG Performance Indicators.

3. Résumés and work experience summaries of the proposed program team, including the program manager, supervisory personnel, and direct services staff.

4. The location of the service sites where program services will be delivered.

5. A budget for providing the services, the estimated number of low-income persons to be served, and the estimated number of service units to be provided to each.

6. A proposed firm-fixed bid for each unit of service, as specified in the Request for Service.

7. The total maximum cost to provide the services for the year based on the funding availability specified in the Request for Service.

8. Proof of insurance coverage, as stated in Section 8.23 and 8.24 of the Master Agreement, if requested in the Request for Service.

C. Proposal Evaluation and Selection for Request for Service Projects

DPSS representatives will evaluate and score the proposals based on factors that may include:

- Work plan quality;
- Specific and Measurable outcomes;
- Experience of personnel and the agency; and
- Program cost and budget.

D. Service Requisition

DPSS will create a Service Requisition package for the Master Agreement agencies that are selected and submit such package to the agency for acceptance and signature. The Service Requisition will include the following sections:

- Service Requisition Signature Page;
- Statement of Work including specific and measurable outcomes;
- Estimated persons to be served;
- Annual Budget; and
- Firm-Fixed Bid(s).

DPSS will execute the Service Requisition. Any additional services will require prior written approval and an amendment to the Service Requisition.

E. Invoicing and Payment

Contractor must submit invoices to DPSS for payment in accordance with the Service Requisition's Firm-Fixed Bid and Annual Budget sheet. The Contractor will be compensated in arrears and in accordance with the approved Service Requisition.

F. Firm-Fixed Fee

The firm-fixed fee for each unit of service, the number of persons to be served per year, and estimated number of service units to be provided per year is to be determined by the Master Agreement agency based on its cost of providing the requested services and the annual budget, as set forth in the Service Requisition.

APPENDIX C

SAMPLE

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

AND

(CONTRACTOR)

FOR

COMMUNITY SERVICES BLOCK GRANT PROGRAM

SERVICES

SAMPLE MASTER AGREEMENT
TABLE OF CONTENTS

SECTION	TITLE	PAGE
RECITALS		**74**
1.0	**APPLICABLE DOCUMENTS**	**75**
2.0	**DEFINITIONS**	**75**
3.0	**WORK**	**77**
4.0	**TERM OF MASTER AGREEMENT**	**78**
5.0	**CONTRACT SUM**	**79**
5.1	Total Contract Sum	79
5.2	Written Approval for Reimbursement	79
5.3	No Payment for Services Provided Following Expiration/Termination of Master Agreement	79
5.4	Notification of Seventy-Five Percent (75%) of Total Contract Sum	80
5.5	Invoices and Payments	80
5.6	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	86
5.7	Fiscal Accountability	87
6.0	**ADMINISTRATION OF MASTER AGREEMENT – COUNTY**	**88**
6.1	County's Administration	88
6.2	County Contract Director	89
6.3	Supervising County Contract Administrator	89
6.4	County Contract Administrator	89
6.5	County Contract Program Manager	90
6.6	County Contract Program Monitor (CPM)	90
7.0	**ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**	**91**
7.1	Contractor's Contract Manager	91
7.2	Contractor's Authorized Official(s)	91
7.3	Approval of Contractor's Staff	91
7.4	Contractor's Staff Identification	92
7.5	Background and Security Investigations	92
7.6	Confidentiality	92
8.0	**STANDARD TERMS AND CONDITIONS**	**94**
8.1	Amendments and Change Notices	94

SAMPLE MASTER AGREEMENT
TABLE OF CONTENTS

SECTION	TITLE	PAGE
8.2	Assignment and Delegation/Mergers or Acquisitions	94
8.3	Authorization Warranty	95
8.4	Complaints	95
8.5	Compliance with Applicable Laws	96
8.6	Compliance with Civil Rights Laws	96
8.7	Compliance with County's Jury Service Program	98
8.8	Conflict of Interest	99
8.9	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List	100
8.10	Consideration of Hiring GAIN/START Participants	100
8.11	Contractor Responsibility and Debarment	101
8.12	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	103
8.13	Contractor's Warranty of Adherence to County's Child Support Compliance Program	103
8.14	County's Quality Assurance Plan	104
8.15	Damage to County Facilities, Buildings or Grounds	104
8.16	Employment Eligibility Verification	104
8.17	Counterparts and Electronic Signatures and Representations	105
8.18	Fair Labor Standards	105
8.19	Force Majeure	105
8.20	Governing Law, Jurisdiction, and Venue	106
8.21	Independent Contractor Status	106
8.22	Indemnification	107
8.23	General Provisions for all Insurance Coverage	107
8.24	Insurance Coverage	111
8.25	Liquidated Damages	113
8.26	Most Favored Public Entity	114
8.27	Nondiscrimination and Affirmative Action	114
8.28	Non Exclusivity	115
8.29	Notice of Delays	116
8.30	Notice of Disputes	116

SAMPLE MASTER AGREEMENT
TABLE OF CONTENTS

SECTION	TITLE	PAGE
8.31	Notice to Employees Regarding the Federal Earned Income Credit	116
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law	116
8.33	Notices	116
8.34	Prohibition Against Inducement or Persuasion	117
8.35	Public Records Act	117
8.36	Publicity	117
8.37	Record Retention and Inspection-Audit Settlement	118
8.38	Recycled Bond Paper	119
8.39	Subcontracting	119
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	119
8.41	Termination for Convenience	120
8.42	Termination for Default	120
8.43	Termination for Improper Consideration	122
8.44	Termination for Insolvency	122
8.45	Termination for Non-Adherence of County Lobbyist Ordinance	123
8.46	Termination for Non-Appropriation of Funds	123
8.47	Validity	123
8.48	Waiver	123
8.49	Warranty Against Contingent Fees	123
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	124
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	124
8.52	Time off For Voting	124
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking	124
8.54	Intentionally Omitted	125
8.55	Compliance with Fair Chance Employment Hiring Practices	125
8.56	Compliance with the County Policy of Equity	125
8.57	Prohibition from Participation in Future Solicitation(s)	125
8.58	Injury and Illness Prevention Program	126

SAMPLE MASTER AGREEMENT
TABLE OF CONTENTS

SECTION	TITLE	PAGE
8.59	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding	126
9.0	**UNIQUE TERMS AND CONDITIONS**	**126**
9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	126
9.2	Contractor's Charitable Activities Compliance	127
9.3	Social Enterprise (SE) Preference Program	127
9.4	Disabled Veteran Business Enterprise (DVBE) Preference Program	128
9.5	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76)	129
9.6	Child/Elder Abuse and Fraud Reporting	129
9.7	Government Observations	130
9.8	Shred Confidential Documents	130
9.9	System for Award Management	130
9.10	Privacy and Security Agreement	131
10.0	**Survival**	**131**

SAMPLE MASTER AGREEMENT
TABLE OF CONTENTS

STANDARD EXHIBITS

A Scope of Services

B County's Administration

C Contractor's Administration

D Safely Surrendered Baby Law

E Confidentiality

- E-1 Contractor Acknowledgement and Confidentiality Agreement
- E-2 Contractor Employee Acknowledgement and Confidentiality Agreement
- E-3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

F Charitable Contributions Certification

G Information Security and Privacy Requirements

H Privacy and Security Agreement

- H-1 2019 CDSS Privacy and Security Agreement
- H-2 DHCS 2019 Medi-Cal Privacy and Security Agreement
- H-3 Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

I Contractor's EEO Certification

J Contractor's Non-Discrimination in Services Certification

K Civil Rights Complaint Flowchart

L Jury Service Ordinance

M Certification of No Conflict of Interest

N Zero Tolerance Policy on Human Trafficking Certification

O Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tiered Covered Transactions (45 C.F.R. Part 76) **(See RFSQ, Appendix D, Exhibit 13)**

SAMPLE MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
(CONTRACTOR)
FOR
COMMUNITY SERVICES BLOCK GRANT PROGRAM SERVICES

This Master Agreement and Exhibits made and entered into on _____ ("Execution Date") by and between the County of Los Angeles, Department of Public Social Services hereinafter referred to as "County" and _____ , hereinafter referred to as "Contractor" to provide Community Services Block Grant (CSBG) Program services.

RECITALS

WHEREAS, the County may contract with public entities and private non-profit community-based and faith-based organizations for CSBG Program Services when certain requirements are met; and

WHEREAS, the Contractor is a public entity or private non-profit community-based or faith-based organization; and

WHEREAS, this Master Agreement is therefore authorized under the CSBG Grant Act, 42 USC 9901 and the California CSBG Program, California Codes, Government Code Section 12725 et seq.; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Public Social Services (DPSS) or designee to execute and administer this Master Agreement; 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 through O are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the aforementioned list referenced in the Table of Contents.

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

2.0 DEFINITIONS

Standard Definitions

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

2.1 **Board of Supervisors**: The Board of Supervisors is the governing body for the County of Los Angeles (County).

2.2 **Budget**: The document that details the Contractor's projected costs for providing services and is included in the Service Requisition.

2.3 **Business Day(s)**: Monday through Friday between the hours of 8:00 A.M. to 5:00 P.M., excluding County Holidays.

2.4 **Calendar Day(s)**: All days of the week including Saturdays, Sundays, and Holidays.

2.5 **Calendar Year (CY)**: The twelve (12) month period beginning January 1st and ending the following December 31st.

2.6 **Community Services Block Grant (CSBG)**: The CSBG Program is designed to provide a range of services to assist low-income individuals and families attain the skills, knowledge, and motivation necessary to achieve self-sufficiency.

2.7 **Contract Discrepancy Report (CDR)**: A report used by the County Contract Administrator to record contract discrepancies or problems with Contractor's performance. If Contractor is not complying with contract requirements and/or Contractor's performance is determined to be

unsatisfactory, the County Contract Administrator is required to forward a CDR to the Contractor for its response.

2.8 **Contract Invoicing System (CIS)**: The CSBG Program's automated invoicing system. It also records and tracks State required program outcome information for reporting purposes.

2.9 **Contractor**: A Master Agreement agency who has met all requirements, and has an executed Master Agreement and Service Requisition(s).

2.10 **Contractor's Contract Manager**: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.11 **County Contract Administrator**: The individual designated by the County with authority to act as outlined in Section 6.0, Subsection 6.4.

2.12 **County Contract Director**: The individual designated by the County with authority to act as outlined in Section 6.0, Subsection 6.2.

2.13 **County Contract Program Manager**: The individual designated by County with authority to act as outlined in Section 6.0, Subsection 6.5.

2.14 **County Contract Program Monitor (CPM)**: The individual designated by the County with authority to act as outlined in Section 6.0, Subsection 6.6.

2.15 **Day(s)**: Calendar day(s) unless otherwise specified.

2.16 **DPSS Director**: Director of the Department of Public Social Services, County of Los Angeles, or their designee.

2.17 **Department of Public Social Services (DPSS)**: The County of Los Angeles Department of Public Social Services, which is entering into this Master Agreement on behalf of the County of Los Angeles. DPSS is responsible for providing financial and social services to eligible persons in the County of Los Angeles and which serves as the Los Angeles County Community Action Agency and administers the CSBG program.

2.18 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.19 **Master Agreement**: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Service Requisitions.

2.20 **Master Agreement Agency**: An agency who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ), has met the minimum mandatory requirements listed in the RFSQ, and has an executed Master Agreement with the Department.

2.21 **Participant**: An individual or family who receive CSBG services under this Master Agreement and resulting Service Requisition(s).

2.22 **Request for Services (RFS)**: The process which the County will utilize to solicit bids from qualified Master Agreement Agencies for the provision of CSBG services, which may result in the award of Service Requisitions.

2.23 **Request for Statement of Qualifications (RFSQ)**: A solicitation based on establishing a pool of Qualified Contractors to provide services through Master Agreements.

2.24 **Service Requisition**: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of services as described in a Request for Services and Statement of Work. No work will be performed by Contractors except in accordance with executed Service Requisitions.

2.25 **Standard**: A minimum requirement set by the County for the Contractor to perform a service or activity.

2.26 **Statement of Qualifications (SOQ)**: A Contractor's response to an RFSQ.

2.27 **Statement of Work**: A written description of services and/or deliverables desired by County for a specific Service Requisition.

2.28 **Supervising County Contract Administrator**: The individual designated by the County with authority to act as outlined in Section 6.0, Subsection 6.3.

2.29 **Supervisorial District**: Los Angeles County is divided into five (5) geographical areas, each with an elected Supervisor who is a member of the County of Los Angeles, Board of Supervisors.

2.30 **Unspent Funds**: What DPSS paid minus what it actually cost Contractor to provide the services.

3.0 WORK

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

3.2 CSBG services that will be solicited under this Master Agreement include programs under the following six (6) Core Service Categories: Child and Family Development Services, Domestic Violence Services, Emergency Services, Employment Services, Legal Services, and Senior and/or Disabled Adult Services. Contractor is pre-qualified for the Core Service Categories in the Supervisorial Districts indicated in Exhibit A, Scope of Services. Each Service Requisition will include an attached Statement of Work, which will describe in detail the particular services and the specifications required for the performance thereof. Payment for all work will be on a fixed priced per service basis, subject to the Total Maximum Amount specified on each individual Service Requisition.

3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes

beyond the Service Requisition expiration date, and/or that exceeds the Total Maximum Amount as specified in the Service Requisition as originally written or modified in accordance with Subsection 8.1 (Amendments and Change Notices), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

3.4 County procedures for issuing and executing Service Requisitions are as set forth in Subsections 3.4 and 3.5. Upon determination by County to issue a Request for Services, County will issue a Request for Services containing a Statement of Work to all Master Agreement Agencies prequalified for the applicable Core Services and Subservice(s) in the applicable Supervisorial District. Each interested Master Agreement Agency so contacted must submit a bid to DPSS within the timeframe specified in the Request for Services. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that Service Requisition.

3.5 Upon completion of evaluations, County will execute the Service Requisition by and through DPSS according to the Request for Services bid evaluation criteria. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Service Requisitions are awarded to some Master Agreement Agencies. Upon expiration of a Service Requisition, County may either issue a Request for Services or extend the Service Requisition beyond the calendar year, if it is in the best interest of the County.

3.6 County estimates that selection of any Contractor will occur within sixty (60) days of completion of the evaluations of the Service Requisition bids. Following selection, all Contractors selected must be available to start work on the starting date specified in the Service Requisition. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the Service Requisition as determined in the sole discretion of the County.

3.7 County may issue Service Requisitions without a Request for Services process directly to a Master Agreement Agency when it is in the best interest of the County, or when all qualified Master Agreement Agencies for a particular Core Service or Subservice meet the targeted service priorities of the Supervisorial District.

3.8 In the event Contractor defaults three times under Subsection 3.6 within a given calendar year, then County may terminate this Master Agreement pursuant to Subsection 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective January 1, 2026, or upon the date of its execution by Director or their designee as authorized by the Board of Supervisors (Board), whichever is later. This Master Agreement will expire on December 31, 2028, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will have the sole option to extend the Master Agreement term for up to two additional one-year periods, for a maximum total Master Agreement term of five years. This option will be exercised at the sole discretion of the Director of DPSS or their designee as authorized by the Board.

4.3 The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

4.4 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit B (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Service Requisitions. The contract sum will be specified at the time of each Service Requisition award. Contractor understands and acknowledges that the County's obligation is specifically conditioned upon the County receiving the annual CSBG allocation program funds from the State. In the event that the funds for any given program year are increased/decreased, the contract amount and/or terms of any or all Service Requisitions may be adjusted accordingly.

5.2 Written Approval for Reimbursement

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

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately

notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.4 Notification of Seventy-Five Percent (75%) of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract amount under each Service Requisition. Upon occurrence of this event, the Contractor must send written notification within fifteen (15) business days to DPSS at the address herein provided in Exhibit B, County's Administration.

5.5 Invoices and Payments

5.5.1 For providing the tasks, deliverables, services, and other work authorized by Service Requisitions issued pursuant to this Master Agreement, Contractor must separately invoice County for each Service Requisition on a monthly basis. The Contractor must update billing information on the CSBG Contract Invoicing System.

Contractor updates on the Contract Invoicing System must include, but are not limited to the following:

- Registering participants;
- Creating CSBG reports/invoices; and
- Adding, editing, and removing participant information or CSBG reports/invoices.

5.5.2 Payment for all work will be on a fixed price per service basis, subject to the Total Maximum Amount specified in each Service Requisition less any amounts assessed in accordance with Subsection 8.25 (Liquidated Damages).

5.5.3 All work performed by, and all invoices submitted by, Contractor pursuant to Service Requisitions issued hereunder must receive the written approval of County Contract Administrator, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.4 The Contractor must submit complete and accurate monthly invoices to the County by the 10th calendar day of the month following the month of service by electronic invoice submission on the Contract Invoicing System. In the event the Contract Invoicing System is unavailable, Contractor must submit a signed original hard copy invoice and all back-up information to:

Attention: County Contract Administrator
Department of Public Social Services
Contract Administration and Monitoring (CAM) Division – CSBG
12900 Crossroads Parkway South
City of Industry, CA 91746-3411

If the 10th falls on a Saturday, Sunday, or County holiday, the invoices will be due the next business day.

5.5.5 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Service Requisition.

Each invoice submitted by Contractor must specify:

- County Service Requisition number;
- Month and year of work being invoiced;
- Service delivery information such as Participant identifying information and the number of service units provided to each during the report period. This may include pseudo information for sensitive services such as legal and domestic violence; and
- The total billing amount of the invoice based on the payment methodology.

5.5.6 The County will review the invoice and back-up documentation and make payment adjustments (i.e., for deductions, etc.) and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. The County will make a reasonable effort to effect payment to the Contractor within thirty (30) days from receipt of an invoice that is accurate and complete as to form and content.

5.5.7 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 procedures.

5.5.8 The Contractor will be allowed to purchase the necessary computer equipment and software needed to support the application. The CSBG Contract Invoicing System will run on Oracle Application Express (APEX-23) or later versions; recommended browsers include Microsoft Edge and Google Chrome.

5.5.9 Withholding of Payment

Payments to the Contractor will be made monthly provided that the Contractor has submitted a complete and accurate invoice and is not in default under any provision of the Master Agreement and Service Requisition. If Contractor fails to submit accurate, complete, and timely invoices to include but not limited to the back-up documentation stated in Paragraph 5.5.6 above, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

5.5.10 Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty (20) percent of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director or its representative that withheld funds should be released to the Contractor. Such written determination will not supersede or replace the final report.

5.5.11 Disallowed Costs

The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating any DPSS contract that the Contractor has with the County. The County will require the Contractor pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County will notify the Contractor of any disallowed costs.

5.5.12 Delay of Payment

The County may delay the last payment due (plus the previous full-month payment due if the last payment is for less than a full-month) until six (6) months after the expiration of this Contract. The Contractor will be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

5.5.13 Fiscal Close-Out Report

Contractor must provide a 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 CSBG Program, including a report of expenses and accruals through the last day of the calendar year.

5.5.14 Unspent Funds

5.5.14.1 At the end of each Calendar Year (CY) and at the end of the contract term, any excess funds and interest the Contractor has accumulated for the provision of CSBG services are to be treated as Unspent Funds.

5.5.14.2 At the County's sole discretion, these Unspent Funds may be retained by the Contractor to fund enhanced program related services but not the services already being provided by the Contractor. The use of the Unspent Funds must be reasonable and allowable.

5.5.14.3 Contractor will be responsible for tracking all Contract payments and expenditures for the program, including submission of the following:

1. An Expenditure Report on Contract revenues versus expenditures for each CY must be submitted to DPSS CAM on Jan 31st following the end of each CY and no later than one (1) month after the end of the contract term. Any revisions to the Expenditure Report must be submitted to CAM no later than ten (10) calendar days after submission of the original Report. The purpose of the Expenditure Report is to identify the amount of Unspent Funds and its earned interest. The Expenditure Report will be reviewed by the County.
2. The County reserves the right to change the Expenditure Report reporting periods.

5.5.14.4 A Disposition Plan on how the Unspent Funds and its earned interest will be reinvested must be submitted by the Contractor to the County with the Contractor's Expenditure Report.

1. Unspent Funds must be used to enhance the already approved programs services and must be spent on items above and beyond those items identified in the Contract and the Contract Budget. The Disposition Plan must include a budget in

accordance with the principles included in Office of Management and Budget (OMB) Super Circular

https://www.whitehouse.gov/omb/information-for-agencies/circulars/.

The Disposition Plan will be reviewed by the County and is subject to approval at the County's sole discretion. Unspent Funds must be used within the CY that the Disposition Plan is approved or within a time period determined by the County.

2. In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan, all reporting and record keeping activities and a budget.
3. If the County does not approve the Contractor's Disposition Plan, the County will request the Unspent Funds and its earned interest be returned to the County within thirty (30) days after the County's disapproval of the Disposition Plan. The Contractor must comply with the County's request.
4. The County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If the County finds the services are not effective, the services under the Disposition Plan may be terminated at the County's sole discretion and the Contractor must return the remaining Unspent Funds and its earned interest to the County.
5. The Contractor must submit a Final Disposition Report to the County within thirty (30) days after the scheduled completion date of an approved Disposition Plan. The Final Disposition Report must reflect the final status on the completion of all tasks included in the Disposition Plan, as well as all of the final outcomes of said tasks and a final statement on expenditures. Any Unspent Funds remaining after the completion of the approved Disposition Plan must be returned to the County with the Final Disposition Plan.

5.5.14.5 All uses of funds paid to and expended by Contractor, including Unspent Funds, 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.

5.5.14.6 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, Contractor and the County agree that it is the intent of the parties that the County will have the right to audit any and all use of funds paid to and expended by Contractor, including Unspent Funds and its earned interest, in order to ensure that all funds are accounted for by the County.

5.5.14.7 Contractor agrees to be bound by applicable federal, State and County disallowed cost principles and regulations, and to repay to County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable provisions.

5.5.15 Funding/Budget Modification

5.5.15.1 Changes to the total funding as set forth in each Service Requisition may be made only by amendment to the Service Requisition signed by County and Contractor.

5.5.15.2 With regard to the movement of funds within an approved budget (i.e. from one line item to another), such movements in total may not exceed twenty-five percent (25%) of the Contract amount. Such modifications must be in writing and mutually agreed upon by the DPSS Director, or designee, and Contractor and such modification must be in the best interest of the County.

5.5.15.3 Contractor requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Service Requisition period, nor during the last quarter of the Service Requisition period (except where a written waiver is requested by the Contractor and accepted by the County or pursuant to Sub-paragraph 5.5.15.4). Furthermore, such requests will not be submitted to the County more than once in each quarter except where a written waiver has been received and accepted by the County.

5.5.15.4 Due to the natural discrepancies that may occur between budget projections and actual expenditures, the Contractor will be allowed to deviate no more than ten percent (10%) of the budgeted amount per line item without County's prior approval. Such budget corrections among line-items will be allowed only upon reaching the final month of the Service Requisition term.

5.5.16 Reallocation of Funds

Contractor must maintain performance levels at percentage to be determined throughout the term of the Service Requisition. County will assess Contractor's performance level in the seventh month from the start date or any other month as determined by the County. If Contractor falls below indicated percentage of the year-to-date performance goals, by the following month or any other month as determined by the County, Contractor funds may be reduced and reallocated to other contractors who are meeting their performance goals. If Contractor meets and/or exceeds the indicated percentage of the performance goals, then Contractor may qualify for a funding increase. The County, at its sole discretion, may reduce the Contractor's total maximum Service Requisition amount for the following contract year to reflect the Contractor's level of service more accurately.

5.5.17 **Intentionally Omit**

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

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor must 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.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/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(s), will decide whether to approve exemption requests.

5.7 Fiscal Accountability

5.7.1 Fiscal Policies/Procedures

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

5.7.2 Compliance with Auditor Controller Contract Accounting and Administration Handbook

The County recommends the use of the accrual basis for recording financial transactions. The Auditor-Controller Handbook establishes the minimum required accounting, financial reporting, and internal control standards for entities (Contractors) which contract with the County. Contractor will refer to the Auditor-Controller Handbook at:

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

5.7.3 Cost Allocation

5.7.3.1 Allocation of Cost Pools

For Contractors that provide services in addition to the services provided pursuant to Service Requisition(s) under the Master Agreement, the Contractor must allocate expenditures that benefit programs, or funding sources on an equitable basis.

In accordance with the applicable OMB Uniform Guidance, agencies must define their allocable costs as either direct or indirect costs and allocate each cost using the basis most appropriate and feasible.

The Contractor must maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.)

Under no circumstances will allocated costs be charged to an extent greater than one hundred (100%) percent of actual costs or the same cost be charged both directly and indirectly.

5.7.3.2 Cost Allocation Plan

If the Contractor has a negotiated indirect cost rate approved by a federal agency, it must submit a copy of the approval letter when requested by County or immediately following the execution of this Contract.

Contractor must submit an annual Agency-wide Cost Allocation Plan when requested by the County. The Cost Allocation Plan must be prepared in accordance with County instructions and the applicable sections of the OMB Uniform Guidance and include the following information:

1. Contractor General Accounting Policies:
   - Basis of accounting (cash or accrual),
   - Fiscal Year,
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate, de minimis rate), and
   - Indirect cost rate allocation base.
2. Identify the Contractor's direct and indirect costs (by each category) and describe the cost allocation methodology for each category.
3. Signature of Contractor management certifying the accuracy of plan.

For more clarification see Auditor-Controller Handbook, at the link provided in Paragraph 5.7.2.

5.7.4 The Contractor must establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; ensures adequacy of financial data; and provides operational efficiency and adequate internal controls. Failure to comply with this Paragraph 5.6.4 may, in addition to other remedies available to the County, result in withholding of payment to the Contractor, suspension, or termination of the contract in accordance with its terms.

5.7.5 Funds paid pursuant to a Service Requisition must be used exclusively for services funded under the Service Requisition and must not be commingled with any other monies of the Contractor unless a written waiver is obtained from the County.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following Subsections are designated in Exhibit B (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County Contract Director

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

6.2.1 Ensuring that the objectives of this Master Agreement are met; and

6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the Supervising County Contract Administrator, described in Subsection 6.3, below.

The County Contract Director is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever, except through formally prepared amendments and change notices, Subsection 8.1.

6.3 Supervising County Contract Administrator

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

6.3.1 Overseeing the overall management and administration of the Master Agreement; and

6.3.2 Providing direction to Contractor on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County Contract Administrator, described in Subsection 6.4 below.

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

6.4 County Contract Administrator

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

6.4.1 Overseeing the day-to-day administration of the Master Agreement;

6.4.2 Ensuring that the Master Agreement objectives are met;

6.4.3 Providing direction to Contractor in the areas relating to the Master Agreement, Service Requisition, invoicing, and administrative procedural requirements.

6.4.4 Monitoring, evaluating and reporting Contractor performance and progress on the Service Requisition;

6.4.5 Coordinating with Contractor's Contract Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;

6.4.6 Evaluating any and all Master Agreement and Service Requisition related tasks, deliverable goods, services, data, or other work provided by or on behalf of Contractor; and

6.4.7 Meeting with the Contractor's Contract Manager on a regular basis.

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

6.5 County Contract Program Manager

County will designate one person who will have the authority to act as the County Contract Program Manager on all policy, program and operational matters of the Master Agreement and Service Requisition. Responsibilities of the County Contract Program Manager or alternate include:

6.5.1 Providing direction to Contractor in the areas of County policy and program requirements;

6.5.2 Ensuring that the outcomes of the Master Agreement and Service Requisition are met; and

6.5.3 Evaluating any and all program related tasks, deliverables, goods, services, data, or other work provided by or on behalf of the Contractor.

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

6.6 County Contract Program Monitor (CPM)

County will designate one staff who will have the authority to act as the County's CPM. The responsibilities of the County's CPM or alternate include:

6.6.1 Providing direction to Contractor in the areas of County policy and program requirements;

6.6.2 Providing assistance to the County Contract Administrator in overseeing day-to-day administration of the Master Agreement and Service Requisition;

6.6.3 Ensuring all outcomes of Master Agreement and Service Requisition are met; and

6.6.4 Monitoring and evaluating any and all tasks, deliverables, goods, services provided by Contractor and Contractor's compliance with the Master Agreement and/or Service Requisition terms.

The County's 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.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Contract Manager

7.1.1 Contractor's Contract Manager is designated in Exhibit C (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.1.2 Contractor's Contract Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County Contract Administrator and/or County CPM (upon County Contract Administrator approval) on a regular basis with respect to all active Service Requisitions.

7.1.3 Contractor's Contract Manager, or alternate, designated in writing to act on the Contractor's behalf, must be available to respond to the County's verbal inquiries within one (1) business day, excluding weekends and holidays.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit C (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.2.3 Contractor must provide a list of authorized signers and a list of the agency's Board of Directors on an annual basis, or at any time there is a change.

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. Contractor must provide County with a résumé of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of 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.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Subsection 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E-1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.5 Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E-2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

7.6.6 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E-3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

7.6.7 By State law (See Welfare and Institution Code, Sections 10850 et seq. and 17006), including without limitation 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 the Los Angeles County DPSS so designated, without written authorization from DPSS.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 The County reserves the right to initiate Change Notices that do not materially affect the scope of work, term, Contract Sum, payment terms or any other term or condition under this Master Agreement. All such changes will be accomplished with a Change Notice signed by the Contractor and by the County Contract Director.

8.1.2 For any change which materially affects the scope of work, term of the Master Agreement, Contract Sum, payment terms, or any other term or condition under the Master Agreement, an Amendment must be prepared and executed by the Contractor and by the DPSS Director or designee.

8.1.3 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the DPSS Director or designee.

8.1.4 The DPSS Director, or their designee, may, at their sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the DPSS Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will

be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against 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 Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

8.4.1 Within five (5) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.

8.4.5 The Contractor must preliminarily investigate all complaints and notify the County Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses must be sent to the County Contract Director within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor must 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 this Subsection 8.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

The Contractor must abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the ADA of 1990, as amended; Welfare and Institutions Code (W&IC) Section 10000; California Department of Social Services (CDSS) Manual of Policies and Procedures,

Division 21; and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, Contractor will not discriminate on the basis of race, color, ancestry, national origin (including language), ethnic group identification, political affiliation, citizenship, immigration status, religion, marital status, domestic partnership, age, physical or mental disability, medical condition, sex, gender, gender identity or expression, sexual orientation, and genetic information, or retaliate against an individual engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing, and in compliance with all anti-discrimination laws of the United States of America and the State of California. Contractor must sign and adhere with the terms as set forth in Exhibit I, Contractor's EEO Certification, and Exhibit J, Non-Discrimination In-Services Certification.

In addition, Contractor must abide by the provisions contained in the current Civil Rights Training Handbook, which was developed in compliance with the Civil Rights Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights, Department of Health and Human Services. The Civil Rights Training Handbook incorporates the Civil Rights requirements of the Resolution Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS and its Contractors and Subcontractors. Civil Rights requirements include, but are not limited to the following:

8.6.1 Ensure that public contact staff attend DPSS provided mandatory Civil Rights Training every two years and ADA Title II training every year, retaining verification on file and providing to DPSS upon request. Contractor should contact the County Contract Administrator to coordinate said trainings.

8.6.2 Effectively identify customers' designated preferred language.

8.6.3 Ensure that all written documents provided to customers are provided in their preferred language.

8.6.4 Provide interpreters in the customers' preferred language to ensure meaningful access to services without undue delay.

8.6.5 Maintain records that include any Civil Rights-related correspondence to participants, such as the Interpreter Services Statement and Confidentiality Agreement (CR 6181), which is used to document language services requirements when customers use their own interpreter; inform customers about risks when they use their own interpreter; document customers own interpreter confidentiality agreement; and document in the case records whether language services and ADA accommodations were provided.

8.6.6 Ensure that the PUB 13, Your Rights Under California Benefits Programs and PA 2457, Civil Rights Information Notice is explained and reviewed with all customers and made available in all waiting areas in all DPSS threshold languages.

8.6.7 Collect data necessary to monitor compliance with Civil Rights Requirements.

8.6.8 Ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log.

8.6.9 Follow steps outlined in the Civil Rights Complaint Flowchart Process for Contractors for processing of discrimination complaints from DPSS customers.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program**:** This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit L and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

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

2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is

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

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

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

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to

unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 Subsection 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 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 Master Agreement 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 Master Agreement 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.

8.11.4 Contractor Hearing Board

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given

an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The

Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Service Requisition or Master Agreement 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.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board 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 Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

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

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

8.16 Employment Eligibility Verification

8.16.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

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 and Change Notices prepared pursuant to Subsection 8.1 (Amendments and Change Notices) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Master Agreement and resulting Service Requisitions.

8.18 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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.

8.19 Force Majeure

8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will 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 will not be liable for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term “Subcontractor” and “Subcontractors” mean Subcontractors at any tier.

8.19.3 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.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.21.4 The Contractor must adhere to the provisions stated in Subsection 7.6 (Confidentiality).

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement and upon award of a Service Requisition under this Master Agreement.
- Renewal Certificates must 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.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial

rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

  County of Los Angeles
  Department of Public Social Services
  Contract Administration and Monitoring Division – CSBG
  12900 Crossroads Parkway South
  City of Industry, CA 91746
  Attention: County Contract Administrator

- Contractor also must 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 must 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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 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) must 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 must 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 must 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.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must 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 Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. 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.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 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 Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 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.

8.23.12 Separation of Insureds

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

8.23.13 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 must be designated as an Additional Covered Party under any approved program.

8.23.14 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.

8.24 Insurance Coverage

8.24.1 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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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 must 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 must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 **Unique Insurance Coverage**

Contractor must provide and maintain at its own expense additional insurance as described below when applicable.

- Sexual Misconduct Liability

  Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. This insurance coverage is required for Contractors providing services which involve the care or supervision of children, seniors and other vulnerable persons. This may include services such as childcare, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport, and in-home services.

- Professional Liability/Errors and Omissions

  Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation. This insurance coverage is required for medical and legal services Contractors.

- Cyber Liability Insurance

  The Contractor must secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a

limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or their designee, deems are correctable by the Contractor over a certain time span, the Director or their 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 Director 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 may be specified in any Performance Requirements Summary (PRS) Charts in future Service Requisitions, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (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.

8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to

recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.27.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.27.3 The Contractor must 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 must 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.

8.27.4 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.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Subsection 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of 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 Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, which can be found at https://www.irs.gov/pub/irs-pdf/n1015.pdf.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt, emailed, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B (County's Administration) and C (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or their designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.33.1 Notice of Meetings

Contractor must provide appropriate levels of staff at all meetings requested by the County. The County will give five (5) business

days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with follow-up written notice five (5) business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual consent of both Contractor and the County.

8.33.2 Notification to Contractor

The majority of the communications will be conducted via email. Contractor must ensure email is checked regularly.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for RFSQ used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 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 an SOQ 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.

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be

otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement and any Service Requisition issued under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Director. The County will not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Subsection 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that any State or federal agencies and the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor,

or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this subsection will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 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 Master Agreement.

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor. Any attempt by the Contractor to subcontract may be deemed a material breach of this Master Agreement.

8.40 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 8.13 (Contractor's Warranty of Adherence to County's

Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Subsection 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 County may terminate this Master Agreement, and any Service Requisition issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Service Requisition or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Service Requisition must be maintained by the Contractor in accordance with Subsection 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the County Contract Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Service Requisition issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Service

Requisition issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (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.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Service Requisition issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Subsection 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Subsection 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been

issued pursuant to Subsection 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Subsection 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subsection 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of December 31 of the last Calendar Year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling

agencies maintained by the Contractor for the purpose of securing business.

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

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

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.

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

8.51 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 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

The Contractor must notify its employees, and must 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 must 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.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of

Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Subsection will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this Subsection of the Contract may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

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.

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Subsection, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor must 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.

9.1.2 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.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must 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.

9.2 Contractor's Charitable Activities Compliance

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 Exhibit F (Charitable Contributions Certification), the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.3 Social Enterprise (SE) Preference Program

9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.3.2 Contractor must 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.

9.3.3 Contractor must 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.

9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- 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 Master Agreement; and

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

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

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.4.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.4.2 Contractor must 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.

9.4.3 Contractor must 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.

9.4.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- 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 Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Not withstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has

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

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

9.5.1 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.

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

9.6 Child/Elder Abuse and Fraud Reporting

9.6.1 Contractor staff working under the terms of this Master Agreement and subsequent Service Requisitions must comply with California Penal Code (hereinafter “PC”) Section 11164 et seq. and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections.

9.6.2 Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 immediately, and must submit all required information, in accordance with the PC Sections 11166 and 11167, within 36 hours to: https://mandreptla.org/cars.web/**.**

9.6.3 Contractor staff working on this Master Agreement and subsequent Service Requisitions must comply with California

W&IC, Section 15600 et seq. and must 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.

9.6.4 Elder abuse reports must be made by telephone to the Los Angeles County Aging & Disabilities Department hotline at (877) 477-3646 [(877) 4R-SENIORS] and must submit all required information, in accordance with the W&IC Sections 15630, 15633, and 15633.5.

9.6.5 Contractor staff working under the terms of this Master Agreement and subsequent Service Requisitions must also immediately report all suspected or actual welfare fraud situations to the County via the 24-hour Central DPSS Fraud Reporting Line at (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fraud Hotline (800) 822-6222.

9.7 Government Observations

Contractor must 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.

9.8 Shred Confidential Documents

Contractor must ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Master Agreement must be shredded and not discarded 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. Documents for record and retention purposes in accordance with Subsection 8.37, of this Master Agreement are to be maintained for a period of five (5) years after the term of this Master Agreement or for a period of five (5) years following the last date of service or until all audits started are completed, whichever is later.

9.9 System for Award Management

Per Title 2 e-CFR 200.212, all Contractors, their principals or affiliates or any Subcontractors that receive federal funds must be in good standing with the federal government. As such, Contractor **must** ensure that their System for Award Management registration remains active for the duration of the Master Agreement term.

9.10 Privacy and Security Agreement

The County and Contractor agree to review and comply with applicable privacy and security requirements [Exhibit H-1: 2019 CDSS Privacy and Security Agreement; Exhibit H-2: DHCS 2019 Medi-Cal Privacy and Security Agreement; and Exhibit H-3: Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)] in order to ensure the privacy and security of the CalSAWS, Social Security Administration (SSA), Medi-Cal Eligibility Data System, Applicant Income, Eligibility Verification System, and Personally Identifiable Information data that is covered by these agreements and accessed or provided through DPSS.

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

DPSS **Department Information Security Officer**	**DPSS** **County Contract Administrator**
Department of Public Social Services Bureau of Contract and Technical Services 12860 Crossroads Parkway South City of Industry, CA 91746-3411 Email:CISO@dpss.lacounty.gov Telephone: (562) 551-3487 *The preferred method of communication is email, when available. Do not include any PII unless requested by CAM.*	Please refer to Exhibit B for CCA contact information. *The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.*

10.0 Survival

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

Section 1.0	(Applicable Documents)
Section 2.0	(Definitions)
Section 3.0	(Work)
Subsection 5.3	(No Payment for Services Provided Following Expiration/Termination of Master Agreement)
Subsection 7.6	(Confidentiality)
Subsection 8.1	(Amendments and Change Notices)
Subsection 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Subsection 8.18	(Fair Labor Standards)
Subsection 8.19	(Force Majeure)
Subsection 8.20	(Governing Law, Jurisdiction, and Venue)
Subsection 8.22	(Indemnification)
Subsection 8.23	(General Provisions for all Insurance Coverage)
Subsection 8.24	(Insurance Coverage)
Subsection 8.25	(Liquidated Damages)
Subsection 8.33	(Notices)
Subsection 8.37	(Record Retention and Inspection-Audit Settlement)
Subsection 8.41	(Termination for Convenience)
Subsection 8.42	(Termination for Default)
Subsection 8.47	(Validity)
Subsection 8.48	(Waiver)
Subsection 8.57	(Prohibition from Participation in Future Solicitation(s))
Subsection 8.59	(Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding)
Subsection 9.8	(Shred Confidential Documents)
Section 10.0	(Survival)

AUTHORIZATION OF MASTER AGREEMENT FOR

COMMUNITY SERVICE BLOCK GRANT PROGRAM SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of the Department of Public Social Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____ , 20_____ .

COUNTY OF LOS ANGELES

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

Date: _____

By: _____
Contractor

Signed: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

_____
DAWYN R. HARRISON
County Counsel

By: _____
Deputy County Counsel

SCOPE OF SERVICES

Contractor is pre-qualified for the following Core Service Categories and Supervisorial Districts:

	Supervisorial Districts				
	1	**2**	**3**	**4**	**5**
Child and Family Development Services	☐	☐	☐	☐	☐
Domestic Violence Services	☐	☐	☐	☐	☐
Emergency Services	☐	☐	☐	☐	☐
Employment Services	☐	☐	☐	☐	☐
Legal Services	☐	☐	☐	☐	☐
Senior & Disabled Adult Services	☐	☐	☐	☐	☐

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY PROGRAM MONITOR (CPM):

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

MASTER AGREEMENT NO. _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723 **BabySafeLA.org**

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

1. Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
2. You must leave your newborn with a fire station or hospital employee.
3. You don't have to provide your name.
4. You will only be asked to voluntarily provide a medical history.
5. You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.
1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?
The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?
After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement. Work cannot begin on the Service Requisition until County receives this executed document.)

Contractor Name: _____

Master Agreement No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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 must 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 Service Requisition. Work cannot begin on the Service Requisition until County receives this executed document.)

Contractor Name: _____ Employee Name: _____

Service Requisition No.: _____ Master Agreement No.: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future Master Agreement.

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 Master Agreement 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 Master Agreement. 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 must 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 Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E-3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Service Requisition. Work cannot begin on the Service Requisition until County receives this executed document.)

Contractor Name: _____ Non-Employee Name: _____

Service Requisition No.: _____ Master Agreement No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future Master Agreement.

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 Master Agreement 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 Master Agreement. 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 must 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 Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

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: _____

Printed Name: _____ Title: _____

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 Master Agreement.

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 "Master Agreement") 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 Master Agreement 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 Master Agreement, to immediately terminate the Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Master Agreement, 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 must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Master Agreement.
Contractor's Information Security Program must 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 must 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 must:

- 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 must 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 must 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 must 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 must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.
The Contractor must 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 must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Master Agreement, nor will such or any part of such be disclosed,

sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor 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 Master Agreement. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Master Agreement 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 must 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 Master Agreement, 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 must 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 Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Master Agreement, 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 must not disclose or

publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.

d. **Individual Requests.** The Contractor must 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 must 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 must 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 must 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 must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Master Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Master Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must 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 must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Master Agreement including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Master Agreement.

The Contractor must 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 must 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 must 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 must 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 must return or destroy County Information in the manner prescribed in this section unless the Master Agreement 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 Master Agreement for any reason, Contractor must (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 Master Agreement; 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 must 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 must 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 Master Agreement or at any time upon the County's request, the Contractor must 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 must 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 Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, 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 must: (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 must 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 Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must 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 must 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 must 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 must 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 must:

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 must 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:
Jeffrey Aguilar
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
Department Information Security Officer II
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 must 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 Master Agreement and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

a. **Self-Audits.** The Contractor must 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 must 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 must 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 must 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 must be provided at no additional charge to the County.

b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must 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 Master Agreement.
Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Master Agreement prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least **$2,000,000** per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or

spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must 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, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Master Agreement, 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 Master Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

a. **License:** Subject to the terms and conditions set forth in this Master Agreement, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Master Agreement to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.

b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor must immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Master Agreement.

   The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Master Agreement and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

   The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

   In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Master Agreement and available when needed.

c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.
   During the term of this Master Agreement, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

   During the Master Agreement term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Master Agreement for material breach and receive a pro-rated refund.

d. **Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Master Agreement, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.

g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Master Agreement, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.

h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Master Agreement, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:

    i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
    ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
    iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
    iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Master Agreement, the Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this Master Agreement.

a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Master Agreement. The Contractor must be able to provide such management records to the County at inception of the Master Agreement and upon request.

b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this Master Agreement. 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 Master Agreement, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Master Agreement, the Contractor must document their access control plan for Systems or Hardware covered under this Master Agreement 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 Master Agreement. 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 Master Agreement, 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 Master Agreement 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.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Master Agreement prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

a. **County Application Source Code**. To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Master Agreement, (hereinafter referred to as "County Source Code") must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the Master Agreement period, the Contractor will be granted access to the County's private Git repository.

b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • *www.cdss.ca.gov*

PAT LEARY
ACTING DIRECTOR

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.

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. Pll 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. Pll may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

5. “**Security Incident**” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the county or county’s Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. “**Secure Areas**” means any area where:
    a. County Workers assist in the administration of their program;
    b. County Workers use or disclose PII; or
    c. PII is stored in paper or electronic format.
7. “**SSA-provided or verified data (SSA data)**” means:
    a. Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or;
    b. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

    For a more detailed definition of “SSA data”, please refer to Section 7 of the “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA” document, an attachment of Exhibit A.

AGREEMENTS

CDSS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

A. County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq. and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

B. Pursuant to this Agreement, County Workers may only use PII to assist in administering their respective programs.

C. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.

D. County Workers who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

A. ***Employee Training***. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:

1. Provide initial privacy and security awareness training to each new County Worker within thirty (30) days of employment;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three (3) or more security reminders per year are recommended;

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed; and

4. Retain training records for a period of three (3) years after completion of the training.

B. ***Employee Discipline***.

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.

2. Sanction policies and procedures shall include termination of employment when appropriate.

C. ***Confidentiality Statement***. Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years, or five (5) years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

1. General Use of the PII;

2. Security and Privacy Safeguards for the PII;

3. Unacceptable Use of the PII; and

4. Enforcement Policies.

D. ***Background Screening***.

1. Conduct a background screening of a County Worker before they may access PII.

2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three (3) years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County Department/Agency shall perform the following:

A. Conduct periodic privacy and security reviews of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.

B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.

B. Provide CDSS with applicable contact information for these designated individuals by emailing CDSS at cdsspsa@dss.ca.gov. Any changes to this information should be reported to CDSS within ten (10) days.

C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

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

A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of their program and use, disclose, or store PII.

B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:

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.

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.

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.

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.

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.

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.

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.

2. If a suspected security incident does not involve PII provided or verified by SSA, the County Department/Agency shall notify DHCS within one
   a. working day of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx. All PIRs and supporting documentation are to be submitted to DHCS via email using the “DHCS Breach and Security Incidents Reporting” contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department/Agency.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department/Agency shall take:

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

2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.

B. Investigation and Investigative Report. The County Department/Agency shall immediately investigate breaches and security incidents involving PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS within seventy-two (72) hours of the discovery. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.

C. ***Complete*** Report. If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted within ten working days of the discovery. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a Corrective Action Plan (CAP) that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

D. ***Notification of Individuals***. When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their PII, the County Department/Agency shall give the notice, subject to the following provisions:

1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications, as well as any costs associated with the breach. If there is any question as to whether CDSS or the County Department/Agency is responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

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
California Department of Social Services Information Security and Privacy Bureau 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413 Email: iso@dss.ca.gov Telephone: (916) 651-5558 *The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.*	Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (866) 866-0602 *The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.*

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

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

A copy of Exhibit B can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XIII. COUNTY DEPARTMENT/AGENCY AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors, and vendors that have access to County Department/Agency PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to PII upon such agents, subcontractors, and vendors. These shall include, at a minimum, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Department/Agency(s) who would like assistance or guidance with this requirement are encouraged to contact CDSS via email at cdsspsa@dss.ca.gov.

XIV. ASSESSMENTS AND REVIEWS

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

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

XVI. AMENDMENT OF AGREEMENT

The CDSS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that an amendment to this Agreement may be required to ensure compliance with all data security and privacy procedures. Upon request by CDSS, the County Department/Agency agrees to promptly enter into negotiations with CDSS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, CDSS may terminate this Agreement upon thirty (30) days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that CDSS deems necessary.

Each amendment shall be properly identified as Agreement No., Amendment No. (A-1, A-2, A-3, etc.) to identify the applicable changes to this Agreement, and be effective upon execution by the parties.

XVII. TERM OF AGREEMENT

The term of this agreement shall begin upon signature and approval of CDSS.

XVIII. TERMINATION

A. This Agreement shall terminate on **September 1, 2022**, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by CDSS and limited to no more than a six (6) month extension.

B. ***Survival*****:** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the PII is destroyed or returned to CDSS.

XIX. TERMINATION FOR CAUSE

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

XX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on **September 1, 2019**.

For the County of _____

Department/Agency of _____ ,

_____ _____
(Signature) (Date)

_____ _____
(Name – Print or Type) (Title – Print or Type)

For the California Department of Social Services,

_____ _____
(Signature) (Date)

Chief, Contracts & Purchasing Bureau

_____
(Name – Print or Type) (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)

State of California—Health and Human Services Agency
Department of Health Care Services

JENNIFER KENT
DIRECTOR

GAVIN NEWSOM
GOVERNOR

June 21, 2019

To: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY ADMINISTRATION OFFICERS
ALL COUNTY PRIVACY AND SECURITY OFFICERS
ALL COUNTY MEDS LIAISONS
ALL COUNTY MED-CAL PROGRAM SPECIALISTS/LIAISONS

Letter No: 19-16

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

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*

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 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 Pll 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 Pll 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 Pll; 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 Pll 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 Pll requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal Pll 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 Pll 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 Pll 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 Pll, 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;

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 Pll 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 Pll 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 Pll.

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 Pll 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 Pll 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.

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.

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.

DHCS Breach and Security Incident Reporting
Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (866) 866-0602 *The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.*

XI. DHCS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal PII incident or breach reporting.*

PSA Inquires and Questions
Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Email: countypsa@dhcs.ca.gov

XII. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the County Departments/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS,

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 Pll or of federal or state laws or agreements concerning privacy or security of Medi-Cal Pll, 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 Pll 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 Pll 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

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CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR'S NON-DISCRIMINATION IN SERVICES CERTIFICATION

Contractor's 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 *Americans 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, 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.

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

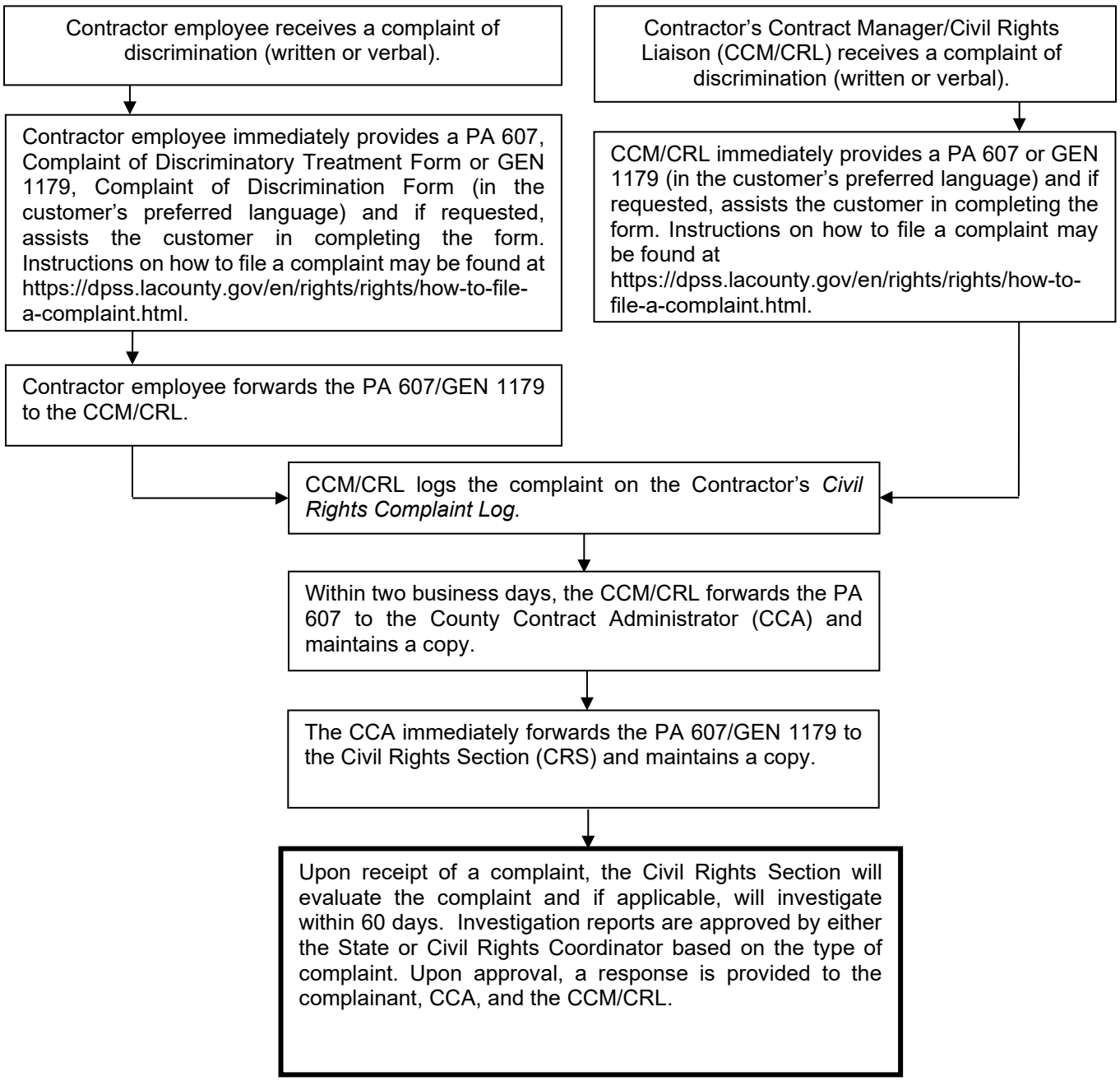
_____

Printed Name and Title of Authorized Signer

_____ _____

Signature Date

CIVIL RIGHTS COMPLAINT FLOWCHART PROCESS FOR CONTRACTORS



Rev. 06/2024

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

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)

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)

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 SOQs 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.

_____

Contractor Name

_____

Contractor Official Title

_____

Official's Signature

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

CONTRACTOR 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.

Contractor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Contractor 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:

APPENDIX D - REQUIRED FORMS

Forms

SOQ Documentation Checklist and Table of Contents

Exhibit 1	Selection of Core Service Category(ies) and Supervisorial District(s)
Exhibit 2	Organization Questionnaire/Affidavit
Exhibit 3	Minimum Mandatory Requirements
Exhibit 4	Proposer's Background and Experience
Exhibit 5	Proposer's Plan to Provide Core Services
Exhibit 6	List of References
Exhibit 7	List of Public Entities
Exhibit 8	Certification of Compliance
Exhibit 9	Request for Preference Consideration
Exhibit 10	Debarment History and List of Terminated Contracts
Exhibit 11	Community Business Enterprise (CBE) Information (Excel Worksheet)
Exhibit 12	Contribution and Agent Declaration Form
Exhibit 13	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
Exhibit 14	Declaration

Statement of Qualifications (SOQ)

Documentation Checklist and Table of Contents

PROPOSER'S LEGAL NAME

Proposer's Qualifications				
	Required Forms to be Completed	Yes	No	Page Numbers
Exhibit 1	Selection of Core Service Category(ies) and Supervisorial District(s)	☐	☐	_____
Exhibit 2	Organization Questionnaire/Affidavit	☐	☐	_____
Exhibit 3	Minimum Mandatory Requirements	☐	☐	_____
Exhibit 4	Proposer's Background and Experience	☐	☐	_____
Exhibit 5	Proposer's Plan to Provide Core Services	☐	☐	_____
Exhibit 6	List of References	☐	☐	_____
Exhibit 7	List of Public Entities	☐	☐	_____
	Required Forms to be Submitted by Proposer	Yes	No	Page Numbers
Attachment 1	Copy of the minutes of the Proposer's governing body meeting or resolution.	☐	☐	_____
Attachment 2	Proof of Insurability	☐	☐	_____
Attachment 3	Proof of Licenses	☐	☐	_____
General Requirements				
	Required Forms to be Completed	Yes	No	Page Numbers
Exhibit 8	Certification of Compliance	☐	☐	_____
Exhibit 9	Request for Preference Consideration	☐	☐	_____
Exhibit 10	Debarment History and List of Terminated Contracts	☐	☐	_____
Exhibit 11	Community Business Enterprise (CBE) Information (Excel Worksheet)	☐	☐	_____
Exhibit 12	Contribution and Agent Declaration Form	☐	☐	_____
Exhibit 13	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)	☐	☐	_____
Exhibit 14	Declaration	☐	☐	_____

	Required Forms to be Submitted by Proposer	Yes	No	N/A	Page Numbers
Attachment 4	Articles of Incorporation as Filed with Secretary of State*	☐	☐	☐	_____
Attachment 5	Certificate of Good Standing with State of California or State of Incorporation*	☐	☐	☐	_____
Attachment 6	Conformed copy of the most recent Statement of Information as filed with the California Secretary of State listing corporate officers or members and managers*	☐	☐	☐	_____
Attachment 7	IRS Letter Granting Tax Exempt Status*	☐	☐	☐	_____
Attachment 8	Copy of Most Recent Filing Under Registry of Charitable Trusts*	☐	☐	☐	_____
Attachment 9	Copies of three most current fiscal years Financial Statements	☐	☐	☐	_____
Attachment 10	Pending Litigation and Judgments	☐	☐	☐	_____
Attachment 11	Unique Entity Identifier	☐	☐	☐	_____

*Note: Not required for public entities.

SELECTION OF CORE SERVICE CATEGORY(IES) AND SUPERVISORIAL DISTRICT(S) – EXHIBIT 1

_____
PROPOSER'S LEGAL NAME

Select the Core Service Category(ies) and Supervisorial District(s) for which Proposer is applying.

Supervisorial Districts	1	2	3	4	5
Child and Family Development Services	☐	☐	☐	☐	☐
Domestic Violence Services	☐	☐	☐	☐	☐
Emergency Services	☐	☐	☐	☐	☐
Employment Services	☐	☐	☐	☐	☐
Legal Services	☐	☐	☐	☐	☐
Senior and/or Disabled Adult Services	☐	☐	☐	☐	☐

REQUIRED FORMS – EXHIBIT 2

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer's Name: _____	**County Webven Number:** _____
Address: _____	
Telephone Number: _____	**Email:** _____
Internal Revenue Service Employer Identification Number: _____	**California Business License Number:** _____

1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	**If Corporation or Limited Liability Company (LLC):** Legal Name (as stated in Articles of Incorporation): _____ State of Incorporation: _____ Year of Incorporation: _____ **If Limited Partnership or a Sole Proprietorship:** Name of proprietor or managing partner: _____ **If other:** Specify business structure name: _____
2	Is your firm doing business under one or more DBA's**?** ☐ Yes ☐ No	Name: _____ Country of Registration: _____ Year became DBA: _____
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): _____ Year(s) of Name Change: _____

REQUIRED FORMS – EXHIBIT 2

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	Is your firm involved in any pending acquisition or mergers? ☐Yes ☐No	If yes, please provide additional information regarding the pending merger. _____
6	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____

REQUIRED FORMS – EXHIBIT 3

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Section 4.0 (Minimum Mandatory Requirements), of this Request for Statement of Qualifications (RFSQ).

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	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.	☐	☐
2	Proposer must be a non-profit corporation qualified to do business in the State of California (this includes faith-based organizations and public entities).	☐	☐
3	Proposer must have, by the SOQ submission date, a minimum of three (3) years of experience within the last five (5) years providing the Selected Core Service Category(ies).	☐	☐
4	Proposer must have, by the SOQ submission date, two (2) years of experience within the last five (5) years providing health and/or human services in the designated Supervisorial District(s).	☐	☐
5	Proposer must have two (2) years of experience within the last five (5) years providing services to low-income individuals/families.	☐	☐
6	Proposer must provide up to ten (10), but no less than five (5) references that are familiar with the job performance and scope of work completed by the Proposer within the last five (5) years. Services must be substantially similar to the selected Core Service Category(ies).	☐	☐
7	Proposer's Contract Manager must have, by the SOQ submission date, two (2) years of experience within the last five (5) years providing the selected Core Service Category(ies).	☐	☐

8	Proposer must have the financial capacity to provide services throughout the term of the Master Agreement.	☐	☐
9	Proposer must complete and submit all required Statement of Qualifications exhibits and submit all required attachments.	☐	☐
10	Proposer must have no record of unsatisfactory performance, lack of integrity, or poor business ethics.	☐	☐
11	Proposer must register on the County's WebVen by Statement of Qualifications submission date.	☐	☐

Proposer must complete the following table if applying for the following Core Service Category(ies): Domestic Violence Services, Employment Services, or Legal Services.

Core Service Category	Category Specific Mandatory Requirement(s)	Complies with Category-Specific Requirements		
		Yes	No	NA
Domestic Violence Services	Proposer shall have Domestic Violence Counselors who have at least forty (40) hours of Domestic Violence training that meets the requirements contained in California Evidence Code, Section 1037.1.	☐	☐	☐
	Proposer shall have at least one (1) Domestic Violence Counselor with a minimum of one (1) year experience counseling victims of Domestic Violence.	☐	☐	☐
Employment Services	Job Search and Job Training: Proposers must have documented partnerships and/or existing working relationships with other agencies that provide employment and/or job training services.	☐	☐	☐
	Apprenticeship/Internship and Youth Summer Work Placement: Proposer must provide a written commitment from one or more employers to employ or provide apprenticeship/internships to a specified number of qualified low-income individuals referred by the agency.	☐	☐	☐
Legal Services	Proposers must have attorneys licensed to practice law in the State of California.	☐	☐	☐

EXHIBIT 4 - PROPOSER'S BACKGROUND AND EXPERIENCE

Proposer's Legal Name: _____

Core Service Category (select all for which applying):

☐ Child and Family Development Services ☐ Domestic Violence Services

☐ Emergency Services ☐ Employment Services

☐ Legal Services ☐ Senior and/or Disabled Adult Services

Supervisorial District (select all for which applying):

☐ First ☐ Second ☐ Third ☐ Fourth ☐ Fifth

The questions below pertain to the **Proposer's current operations**. Proposer must provide a summary that addresses the questions listed below. Proposer's response should not merely restate the requirement. For each question, provide sufficient information, such as specific dates, to demonstrate that the Proposer has the required experience and meets the minimum mandatory requirements listed in Section 4.0 (Minimum Mandatory Requirements). Ensure the Proposer's name, question and Exhibit number are included on all pages of the summary. Do not exceed the page limit specified in RFSQ Subparagraph 8.4.2.1.

1. Provide a description of the health and/or human services provided by the Proposer in each Supervisorial District for which it is applying. The response should also include a description of the geographic region(s), community(ies), and cities that your agency serves.

2. Provide a description of the Proposer's experience in working with low-income families and individuals.

3. Provide a description of the Proposer's experience providing the Core Service Category(ies) and applicable subservices. Proposer must clearly identify the Core Service Category(ies) and subservice(s) for which it is applying.

4. If the selected Core Service Category is 1) Domestic Violence Services, 2) Employment Services, or 3) Legal Services, please demonstrate how the Proposer meets the Category-Specific minimum requirements. Include documentation that demonstrates the Proposer's qualifications. **Note**: Additional documentation will not be counted in the page limit criteria.

5. Provide a demographic description of the population served by the Proposer, including, but not limited to: ethnicity; languages spoken; economic status; and barriers and challenges faced by the population served.

EXHIBIT 5 - PROPOSER'S PLAN TO PROVIDE CORE SERVICES

Proposer's Legal Name: _____

Core Service Category (select all for which applying):

☐ Child and Family Development Services ☐ Domestic Violence Services

☐ Emergency Services ☐ Employment Services

☐ Legal Services ☐ Senior and/or Disabled Adult Services

Supervisorial District (select all for which applying):

☐ First ☐ Second ☐ Third ☐ Fourth ☐ Fifth

The items below pertain to the **Proposer's plan to provide CSBG Services in the selected Core Service Category(ies) and Supervisorial District(s).** Do not exceed the page limit specified in RFSQ Subsection 8.4.2.1. Make sure to include the Proposer's name, Exhibit and question number on all pages.

1. Key Staff – Provide names, years of relevant experience and education, for Proposer's staff that meet the minimum mandatory requirements for each Core Service Category for which Proposer is applying.

2. Provide a detailed explanation of how the Proposer plans to provide the selected Core Service Category(ies) and applicable subservice(s) in the selected Supervisorial District(s). The Proposer's plan must clearly identify the Core Service Category(ies), subservice(s), and Supervisorial District(s) where services will be provided. Note: Responses such as "Proposer will follow the protocols and procedures described in the Statement of Work…" or "Proposer will provide all Service Categories in accordance with requirements noted in the Statement of Work" are not valid responses.

3. Describe the approach that will be used to identify and outreach to potential CSBG participants in the Core Service Category(ies) and Supervisorial District(s) where services will be provided.

4. Describe the Proposer's record keeping system, and how it will maintain confidentiality of participant information.

REQUIRED FORMS – EXHIBIT 6

LIST OF REFERENCES

Proposer's Name: _____

Proposer must provide up to ten (10), but no less than five (5) references that are familiar with the job performance and scope of work completed by the Proposer within the last five (5) years. Services provided must be substantially similar to the selected Core Service Category(ies). Use additional pages if required.

Proposer's List of References will be used to validate Proposer meets the Minimum Mandatory Requirements stated in the RFSQ. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES			
REFERENCE 1		**REFERENCE 5**	
AGENCY/DEPT:		AGENCY/DEPT:	
SERVICE TYPE:		SERVICE TYPE:	
CONTRACT TERM:		CONTRACT TERM:	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 2		**REFERENCE 6**	
AGENCY/DEPT:		AGENCY/DEPT:	
SERVICE TYPE:		SERVICE TYPE:	
CONTRACT TERM:		CONTRACT TERM:	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 3		**REFERENCE 7**	
AGENCY/DEPT:		AGENCY/DEPT:	
SERVICE TYPE:		SERVICE TYPE:	
CONTRACT TERM:		CONTRACT TERM:	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 4		**REFERENCE 8**	
AGENCY/DEPT:		AGENCY/DEPT:	
SERVICE TYPE:		SERVICE TYPE:	
CONTRACT TERM:		CONTRACT TERM:	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name: _____

Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES

AGENCY/DEPT:	AGENCY/DEPT:
SERVICE TYPE:	SERVICE TYPE:
CONTRACT TERM:	CONTRACT TERM:
CONTRACT AMT:	CONTRACT AMT:
CONTACT:	CONTACT:
TELEPHONE:	TELEPHONE:
E-MAIL:	E-MAIL:

AGENCY/DEPT:	AGENCY/DEPT:
SERVICE TYPE:	SERVICE TYPE:
CONTRACT TERM:	CONTRACT TERM:
CONTRACT AMT:	CONTRACT AMT:
CONTACT:	CONTACT:
TELEPHONE:	TELEPHONE:
E-MAIL:	E-MAIL:

AGENCY/DEPT:	AGENCY/DEPT:
SERVICE TYPE:	SERVICE TYPE:
CONTRACT TERM:	CONTRACT TERM:
CONTRACT AMT:	CONTRACT AMT:
CONTACT:	CONTACT:
TELEPHONE:	TELEPHONE:
E-MAIL:	E-MAIL:

REQUIRED FORMS – EXHIBIT 8

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	**Certifies Compliance?** ☐Yes ☐No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	**Certifies Compliance?** ☐Yes ☐No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	**Certifies Compliance?** ☐Yes ☐No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	**Certifies Compliance?** ☐Yes ☐No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	Board Policy 5.065	**Check the Certification below that is applicable to your company.** ☐ 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 in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	**Certifies Compliance?** ☐ Yes ☐ No **Willing to provide GAIN/START participants access to employee mentoring program?** ☐Yes ☐No ☐N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	**Certifies Compliance?** ☐Yes ☐No **If No, identify exemption:** ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐My business is a small business as defined in the Program. ☐My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	**Certifies Compliance?** ☐Yes ☐No **If No, identify exemption:** _____

REQUIRED FORMS – EXHIBIT 9

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their SOQ. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**		
Preference Program		**Reference**
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	LACC 2.205
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 10
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity	☐	☐
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)	**YES**	**NO**
Proposer has contracts that have been terminated in the past five (5) years.	☐	☐

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last five (5) years. Do not include contracts that expired.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

REQUIRED FORMS – EXHIBIT 11

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 12

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code Section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than $250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice*. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

HOA.104008393.4
Rev. [4/16/24]

REQUIRED FORMS – EXHIBIT 12

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

_____

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

_____

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

_____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

_____

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

_____

b) Subsidiaries:

_____

c) Related Business Entities:

_____

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

_____

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

_____

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.
*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

_____

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

_____

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	**Name** (of the contributor)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 12

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____(Declarant Company), at which I am employed as _____(Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____

Signature Date

REQUIRED FORMS – EXHIBIT 12

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____ , declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ _____

Signature Date

REQUIRED FORMS – EXHIBIT 13

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier 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 C.F.R. 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 Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, 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 transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method 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 Nonprocurement Programs.

REQUIRED FORMS – EXHIBIT 13

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

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. Except 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 C.F.R. 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(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 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 contract which is being solicited by this solicitation.

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 subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

_____ _____

Signature of Authorized Representative Dated

_____

Printed Name of Authorized Representative

_____

Title of Authorized Representative

REQUIRED FORMS – EXHIBIT 14

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-14 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

Application of **Minimum Mandatory Requirements**

Application of **Business Requirements**

Application of **Evaluation Criteria** **(not applicable to IFB)**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: Title:

For County use only	
Date SRR Request Received by County:	Date Solicitation Released:
Reviewed by:	

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 Exhibit F (Charitable Contributions Certification) of Appendix C.

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,* 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 **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 F is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.