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May 29, 2018

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 May 29, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

**RECOMMENDATION TO AWARD A CONTRACT TO THE
LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval of a new two-year contract with an option to renew for one additional year, with the Los Angeles County Personal Assistance Services Council (PASC). Pursuant to County Ordinance 3.45, PASC is the Public Authority for In-Home Supportive Services (IHSS) in Los Angeles County. PASC was established to be the employer-of-record for IHSS providers for collective bargaining and provides additional services, which assist IHSS recipients and providers. The current contract will expire on June 30, 2018.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the Acting Director of DPSS or designee to prepare and execute a contract substantially similar to the enclosed contract (Enclosure I) with PASC for the provisions related to IHSS provider wages as PASC is the employer-of-record, IHSS provider healthcare benefits administration, PASC administrative costs, the provider registry, and new provider enrollment requirements effective July 1, 2018 through June 30, 2020 at a maximum contract amount of \$8,252,582, or \$4,126,291 for Fiscal Year (FY) 18-19 and \$4,126,291 for FY 19-20.
2. Delegate authority to the Acting Director of DPSS or designee to prepare and execute an amendment to extend the contract for one additional year from July 1, 2020 through June 30, 2021 at an estimated amount of \$4,126,291. Approval of County Counsel as to form will be obtained prior to executing such amendment and the Acting Director of DPSS or designee will notify the Board within ten business days after execution.

3. Delegate authority to the Acting Director of DPSS or designee to prepare and execute amendments to the contract for: (1) instances which affect the scope of work, contract term, contract sum, payment terms, or any term or condition in the contract; (2) additions and/or changes required by the County's Board or Chief Executive Office (CEO); (3) changes to be in compliance with applicable federal, State, and County regulations; and (4) increases or decreases of no more than ten percent (10%) of the original contract amount based on contractor's performance, County needs, and/or funding availability. Approval of County Counsel as to form will be obtained prior to executing such amendments and the Acting Director or designee will notify the Board within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The new contract is required for PASC to continue providing services to IHSS providers and consumers. Welfare and Institution Code Section 12301.6 requires counties to establish an employer-of-record for IHSS providers, and provides counties the option to fulfill this requirement through the establishment of a public authority, a separate entity from the County.

In October 1997, PASC was created pursuant to County Ordinance 3.45, to serve as the Public Authority in Los Angeles County. The County has contracted with PASC for 18 years beginning in September 14, 1999.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions: Deliver comprehensive and seamless services to those seeking assistance from the County.

FISCAL IMPACT/FINANCING

The total cost of the PASC contract for the two-year contract term is \$8,252,582, funded with federal and State revenues and the net County cost (NCC) portion. The NCC for PASC is covered with the IHSS County Maintenance of Effort; which also includes NCC for provider wages, provider health benefits, and IHSS administration. Funding for FY 18-19 is included in DPSS FY 18-19 Budget. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, PASC is the employer-of-record for IHSS providers for the purpose of collective bargaining for wages and benefits. PASC negotiates with the Service Employees International Union, Local 2015, on behalf of IHSS providers. Also, PASC provides the following services: maintains a registry to assist IHSS consumers in finding IHSS providers; provides access to training for providers and consumers; administers the IHSS Provider Health Plan; and administers new provider enrollment requirements. PASC also administers a Back-Up Attendant Program that is designed to address the critical needs of IHSS consumers in urgent need of referral for a homecare provider to assist them on a short-term basis when their regular provider is temporarily unavailable.

The contract provides for termination by the County upon 10-day advance written notice, should termination be in the County's best interest and contains a provision which limits the County's obligation if funding is not appropriated by the Board of Supervisors.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with all applicable federal, State and County regulations.

The contractor is in full compliance with all Board, CEO, and County requirements.

County Counsel has reviewed this Board letter. The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

This contract was procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services Regulations Section 23-650.1.14, which allows for non-competitive contracting with local government agencies.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will continue to support the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

Respectfully submitted,



ANTONIA JIMENEZ

Acting Director

AJ:jb

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PERSONAL ASSISTANCE SERVICES COUNCIL
FOR
SERVICES TO IN-HOME SUPPORTIVE SERVICES PROVIDERS AND RECIPIENTS

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Exhibit D	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
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Exhibit E	Certification of No Conflict of Interest
Exhibit F	Charitable Contributions Certification
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Exhibit R	Compliance with Fair Chance Employment Standards Certification

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PERSONAL ASSISTANCE SERVICES COUNCIL
For Services to
In-Home Supportive Services Providers and Recipients**

This Contract ("Contract") is made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and the Personal Assistance Services Council (PASC), a Public Authority, hereinafter referred to as "Contractor." PASC is located at 3452 East Foothill Boulevard, Suite 900, Pasadena, CA 91107-3118. The County and Contractor are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the County Board of Supervisors has created a public authority, known as the PASC, pursuant to Welfare and Institutions Code (W&IC) § 12301.6 to provide the delivery of In-Home Supportive Services (IHSS); and

WHEREAS, PASC exists as an independent public entity, separate and apart from the County; and

WHEREAS, Los Angeles County Code 3.45.130 requires that prior to initiating delivery of IHSS through PASC, the County and the PASC shall enter into an agreement specifying the purposes, scope or nature of the agreement, the roles and responsibilities of each party including provisions which ensure compliance with all statutory and regulatory provisions applicable to the delivery of IHSS providers; and

WHEREAS, it is the intent of the County and the PASC that all provisions of this Agreement be interpreted consistent with PASC's creation and existence as an independent public entity separate and apart from the County;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, D-1, E, F, G, G1, G2, H, I, J, K L, M, N, O, P, Q and R, as set forth below, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work (SOW) and SOW Technical Exhibits
Exhibit B	Budget
Exhibit C	Contractor's Non-Discrimination In-Service Certification
Exhibit D	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit D-1	Defaulted Property Tax Reduction Program
Exhibit E	Certification of No Conflict of Interest
Exhibit F	Charitable Contributions Certification
Exhibit G	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G1	Contractor Employee Acknowledgement and Confidentiality Agreement
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Exhibit I	Contractor's EEO Certification
Exhibit J	Contractor Process Civil Rights Complaint Flow Chart
Exhibit K	Civil Rights Training Report
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Exhibit O	Internal Revenue Notice 1015
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Exhibit Q	Contractor's Obligations as a "Business Associate" Under The Health Insurance Portability And Accountability Act (HIPAA) of 1996 and The Health Information Technology For Economic and Clinical Health Act (HITECH) (Business Associate Contract)
Exhibit R	Compliance with Fair Chance Employment Standards Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.1, Amendments, and signed by both Parties.

2.0 DEFINITIONS

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

- 2.1 **Appeal:** An appeal is the legal right of a public assistance participant to file a request for a State Hearing regarding an eligibility action or inaction on the part of the County, which the participant feels is unwarranted.
- 2.2 **Applicant:** A person whose public assistance application is pending.
- 2.3 **Back-Up Attendant Program (BUAP):** The BUAP is designed to address the critical needs of IHSS consumers in urgent need of a homecare attendant. The program is designed to assist them on a short-term basis when their regular provider is temporarily unavailable or their individualized “Emergency Back-Up Plan” fails. This program refers to temporary Back-Up Attendant Providers.
- 2.4 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.5 **Budget:** The document that details the Contractor’s administrative costs and direct program costs for providing services and is included in the Contract as Exhibit B.
- 2.6 **Bureau of Administrative Services:** A bureau within DPSS responsible for development, management and monitoring of DPSS Contracts.
- 2.7 **Bureau of Program and Policy:** A bureau within DPSS responsible for administration and supervision of the IHSS Program in DPSS.
- 2.8 **Business Days:** Monday through Friday, excluding County holidays.
- 2.9 **Contractor Registry Information Meeting:** An orientation conducted in person regarding the services provided by the PASC, as well as the responsibilities of Recipients/Providers as part of the PASC Registry.
- 2.10 **CMIPS II:** Case Management, Information and Payroll System II, a web-based, comprehensive case management system used to:

- Record and track IHSS recipients and provider information;
- Determine eligibility for IHSS; and
- Manage payroll for IHSS providers.

2.11 **CMIPS II Help Desk:** Provides technical assistance with common system issues, such as:

- Unable to access the system;
- System not functioning correctly; or
- General system questions.

The CMIPS II Help Desk can be reached via:

- Telephone: (877) 844-5844;
- CMIPS II Home Page:
<https://cmipsii.ca.gov/CMIPSIIExtranet/SRPage.jsp>; or
- Email: CMIPS-II-Help-Desk-SR@DXC.com

2.12 **CBI:** Criminal Background Investigation.

2.13 **Contract Management Division:** The DPSS division responsible for the development, administration, and monitoring of this Contract.

2.14 **Contractor or Personal Assistance Services Council (PASC):** The entity, (PASC), that has entered into this Contract to perform or execute the work covered by the Statement of Work. The PASC exists as an independent entity, separate and apart from the County. PASC does not hire, fire, or supervise the IHSS Workers, nor does it determine their hours, carry them on its payroll, or have responsibility for their acts or omissions. The PASC does not include any individual IHSS Workers or IHSS Recipients. PASC is responsible only for the acts and omissions of its Governing Board, and of its regular staff employees acting within the course and scope of their authorized duties. Nothing in the contract shall create individual liability for PASC Board members or employees. The term PASC does not include the County of Los Angeles.

2.15 **Co-Payment:** The mandatory payment that is paid by payroll deduction by the Eligible Enrolled IHSS Worker to obtain the Health Plan Benefit.

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

2.17 **Department of Public Social Services (DPSS):** The County department that will be responsible for administering the Contract on behalf of the County.

2.18 **Director:** The Director of DPSS or his/her designee.

2.19 **Eligible IHSS Provider:** An IHSS Worker who is authorized to work under the IHSS Program and works at least the minimum established number of

hours to qualify for the health plan, as determined by the Board of Supervisors, for two consecutive months.

- 2.20 **Eligible Enrolled IHSS Provider:** An Eligible IHSS Worker who is enrolled in L. A. Care Health Plan. This person is referred to as an eligible “IHSS Worker” in the In-Home Supportive Services Home Care Workers Benefit Agreement between PASC and L.A. Care.
- 2.21 **Enrolled IHSS Provider:** A person who was an Eligible Enrolled IHSS Worker but who is either no longer working as an IHSS Worker or who is no longer working at least the minimum number of hours to qualify as an Eligible IHSS Worker, and who receives health care benefits for two months after he/she is no longer an Eligible Enrolled IHSS Worker.
- 2.22 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.23 **Health Benefit Management (HBM):** The management of benefits given to IHSS Providers. Benefit information is shared electronically between the County and CMIPS via interface.
- 2.24 **IHSS Maintenance of Effort (MOE):** The IHSS MOE is the funding structure for the IHSS Program. With this funding structure, counties are responsible for a set amount for the fiscal year (MOE) instead of paying the traditional state/county cost sharing ratios.
- 2.25 **In-Home Supportive Services (IHSS):** A state program administered by DPSS which helps pay for services provided to eligible individuals so that they may remain safely at home. Services are provided by IHSS Workers, also known as IHSS Providers.
- 2.26 **IHSS Recipient (Recipient):** The person who has been determined to be eligible to receive IHSS services. The IHSS Recipient independently hires, fires, and supervises the IHSS Worker(s) who performs the tasks for the IHSS Recipient, and in doing so does not act as an agent or representative of PASC, the County, or any other legal entity.
- 2.27 **IHSS Program:** The section within DPSS responsible for administration of the IHSS Program, including developing and issuing County policy and procedures related to IHSS in Los Angeles County.
- 2.28 **IHSS Provider or IHSS Worker (Provider):** The person who provides the services to the IHSS Recipient. California State Regulations refer to this person as “IHSS Provider.” This person is not an employee of PASC or of the County.
- 2.29 **L.A. Care Health Plan:** The health plan provider for eligible enrolled IHSS providers who meet eligibility requirements to receive health care benefits.

- 2.30 **L.A. Health Care Capitation Payments:** This is the amount that County agrees to pay L.A. Care on behalf of PASC per enrolled IHSS provider per month.
- 2.31 **Performance Indicators:** Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.32 **Secure File Transfer (SFT) Service:** A service provided by the CMIPS vendor to allow counties to access data download files centrally from a secure server.
- 2.33 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.34 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this contract, at any tier, under oral or written agreement.

3.0 SCOPE OF WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be two (2) years commencing on July 1, 2018, after execution by County's Board of Supervisors, and shall continue through June 30, 2020, unless sooner terminated or extended, in whole or in part, as provided in this Contract. With delegated authority, the Director of DPSS, or his/her designee as authorized by the Board of Supervisors, at his/her option, may extend the term for an additional one-year period upon execution of an amendment to this Contract by County and Contractor.
- 4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional one-year period, for a maximum total Contract term of three (3) years. This option may be exercised at the sole discretion of the Director of DPSS or his/her designee, as authorized by the Board of Supervisors.

- 4.3 The Contractor shall notify DPSS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Administrator (CCA) at the address herein provided in Exhibit N – County's Administration.

5.0 FISCAL PROVISIONS

5.1 Total Contract Sum

The maximum contract amount for the two (2) year term is \$8,252,582.

Should the County exercise its option to extend the Contract for one additional year, pursuant to Section 4.2, the annual contract amount for the option year is \$4,126,291. If such option is exercised by the County, the estimated total contract amount shall be \$12,378,873.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

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

the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 IHSS Provider Wages

This paragraph is for information purposes only. The County will pay the NCC for Providers' wages through the IHSS Maintenance of Effort (MOE). The current salary for IHSS providers is \$11.18 per hour, as agreed in the collective bargaining agreement entered into between the Contractor and Service Employees International Union (SEIU), Local 2015. The budgeted amounts are not included in this Contract as the State pays the IHSS providers directly and the County pays its share through the IHSS MOE. The Contractor is to comply with any mandatory minimum wage increases related to their own employees not IHSS provider..

5.6 IHSS Provider Health Benefits

This paragraph is for information purposes only. The budgeted amounts are not included in this Contract as the County pays directly to the health benefits provider, L.A. Care Health Plan.

5.6.1 Pursuant to its collective bargaining agreement with SEIU Local 2015 and its contract with L.A. Care Health Plan, the Contractor is required to make monthly Capitation Payments for each IHSS Provider enrolled in the Health Care Plan, subject to the County's obligation to fund such payments. DPSS serves as the fiscal intermediary for the Contractor and shall make monthly capitation payments to L.A. Care on behalf of Contractor by the end of the month in which services are provided, or within 10 business days after receiving invoice from the Contractor.

5.6.2 County shall reimburse to Contractor the cost of Contractor's administration of the Health Care Plan up to the annual amounts and conditions set forth in Contract, Section 5.0 Fiscal Provisions, Subsection 5.8.1.

5.6.3 The Contractor will submit an electronic file to the CCA and L.A. Care Health Plan by the 22nd of each month of all Eligible IHSS Providers enrolled in the Health Care Plan for the following month of service (e.g., the file received on March 22 shall contain all IHSS providers enrolled in the Health Care Plan for April).

5.6.4 The Contractor shall provide an invoice, based on the number of Eligible Enrolled IHSS Providers and Enrolled IHSS Workers, to the County no later than two (2) business days after the submission of the enrollment file to L.A. Care Health Plan. On behalf of the Contractor, DPSS shall forward the Capitation Payments owed each month to L.A. Care Health Plan.

5.6.5 The Health Care Benefits Invoice shall detail the IHSS Providers' Healthcare premiums, with the number of Providers and the Capitation Payment expenditures.

5.6.6 The County, through DPSS, shall serve as the fiscal intermediary for the Contractor in submitting claims to the State to obtain State and Federal funds to offset the costs associated with the Capitation Payments, as well as the costs of administering the health care plan.

5.7 IHSS Provider Health Benefits Administration

5.7.1 Effective July 1, 2018 through June 30, 2020, the County shall reimburse the Contractor for Health Care Plan administrative costs as detailed in Exhibit B – Budget. The County shall not reimburse Contractor for Health Care Plan administration costs in excess of \$500,000 per fiscal year unless such additional amount has been appropriated by the Board of Supervisors. PASC requests additional funds for one time system upgrade to meet all required data files.

5.7.2 For future fiscal years, contingent upon appropriation by the Board of Supervisors and the continual receipt of State funds allocated to cover benefits pursuant to W&IC Section 12306.1, the County shall continue to reimburse the Contractor for Health Care Plan administration costs. The County shall have no obligation to provide any amount toward the administration of the Health Care Plan for future fiscal years beyond June 30, 2020 unless and until the Board of Supervisors makes such an appropriation. If the Board of Supervisors makes such an appropriation, the Contractor shall submit to the County a monthly invoice detailing the amounts expended by the Contractor to administer the Health Care Plan.

5.8 PASC Administration

5.8.1 Effective July 1, 2018 through June 30, 2020, County shall reimburse the Contractor for administrative expenditures as detailed in Exhibit B – Budget for Administrative Services. This amount shall not exceed \$2,934,746 per fiscal year.

5.8.2 The Contractor's Administrative Invoice shall detail the amounts expended by the Contractor for Contractor's Administrative and Health Benefits Administrative expenditures.

5.9 New IHSS Provider Enrollment Requirements

5.9.1 Effective July 1, 2018 through June 30, 2020, the County shall reimburse the Contractor for the cost of the Department Of Justice/CBI processing services for enrolling IHSS Providers, as detailed in Exhibit B – Budget for new IHSS provider enrollment requirements.

This amount shall not exceed \$691,545 per fiscal year. The County's obligation to reimburse the Contractor for new provider enrollment requirements shall be contingent upon appropriation of funds by the Board of Supervisors.

- 5.9.2 The New Provider Enrollment Requirements Invoice shall detail the amounts expended by the Contractor for the new mandated enrollment process for IHSS Providers.

5.10 Invoices and Payments

- 5.10.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work (SOW) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B – Budget, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.10.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Budget.
- 5.10.3 The Contractor's invoices shall contain the information set forth in Exhibit A – SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.10.4 The Contractor shall submit the monthly invoices and supporting documentation, which may include, but not limited to, receipts, at the request of the CCA or an alternate, to the County by the fifteenth (15th) calendar day of the month following the month of service, except for the invoices for Health Care Capitation Payments detailed in 5.10.5. Failure to submit timely and accurate monthly invoices will result in delay of payment.
- 5.10.5 On a monthly basis, the Contractor shall prepare an original invoice for Health Care Capitation Payments for the subsequent month (refer to 5.6.1 and 5.6.2). Failure to submit timely and accurate monthly invoices will result in delay of payment.
- 5.10.6 All invoices under this Contract shall be submitted to the following address:

County of Los Angeles
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746
Attention: County Contract Administrator

5.10.7 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of a County Contract Section Manager (CCSM) prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.11 Quarterly Reconciliation Invoices

5.11.1 County shall reconcile Contractor's monthly invoice on a quarterly basis. Contractor shall submit an original reconciliation invoice to the CCA within thirty (30) calendar days following the end of each quarterly reconciliation period. The reconciliation invoice shall detail actual cost expenditures of Contractor for the prior contract quarter. The first reconciliation invoice for this Contract shall cover the first three-month period of contract services.

5.11.2 In order to validate the reconciliation invoice amounts, the Contractor shall include detailed line-item supporting documentation with the reconciliation invoice, in accordance with Exhibit B – Budget and Personnel Schedule for Co-Located Staff, including, but not limited to, the following:

- a. Administrative costs separately identified for each service type.
- b. Personnel expenditures for each service type, itemized by pay classification, salaries, etc.
- c. Contract expenditures, not included in a and b above, shall be listed separately (e.g., fringe benefits, supplies, equipment, or any other information found necessary by Contractor or County).
- d. Any prorated cost(s) shall be clearly identified on the reconciliation invoice.

5.11.3 Contractor shall provide details for underpayments and/or overpayments declared on the reconciliation invoice.

- 5.11.4 Any reconciling adjustments to the monthly payment shall be handled in accordance with the provisions as stated below:
- 5.11.4.1 County shall adjust the following month's invoice payments to correct any discrepancies if the monthly payments differ from actual cost expenditures reported.
 - 5.11.4.2 If the quarterly reconciliation finds that County's dollar liability was greater or less than payments made by County to Contractor, then County shall either credit or deduct the difference against the following month's payments hereunder to Contractor.
 - 5.11.4.3 Payment to Contractor may be subject to deductions cited in Section 5.0, Fiscal Provisions, Subsection 5.10, Invoices and Payments and Section 8.0, Standard Terms and Conditions, Subsection 8.36, Liquidated Damages.
 - 5.11.4.4 County shall have the discretion of not making payments for months subsequent to the month in which a reconciliation invoice is due until the reconciliation has been received and processed by County.
 - 5.11.4.5 In no event shall County's maximum obligation under this Contract exceed the funds appropriated by the Board of Supervisors for the purpose of this Contract for each FY of the Contract.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing and contact information of all County Administration referenced in the following sections are designated in Exhibit N - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Section Manager (CCSM):

County shall designate one (1) person who will have the authority to act as the CCSM on all matters pertaining to this Contract. Responsibilities of the CCSM or alternate include:

- 6.1.1 Ensuring that the objectives of this Contract are met;
- 6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.2 below; and

6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments.

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

6.2 Supervising County Contract Administrator (SCCA):

County shall designate one (1) person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

6.2.1 Overseeing the overall management and coordination of the operations of this Contract; and

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

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

6.3 County's Contract Administrator (CCA):

County shall designate one (1) person who will have the authority to act as the CCA on all matters pertaining to this Contract. Responsibilities of the CCA or alternate include:

6.3.1 Overseeing the day-to-day administration of this Contract;

6.3.2 Ensuring that the objectives of this Contract are met;

6.3.3 Providing direction to the Contractor in the areas relating to Contract, information requirements, and procedural requirements;

6.3.4 Meeting with the Contractor's Contract Manager on an as need basis; and

6.3.5 Preparing amendments in accordance with the Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendment.

6.3.6 The CCA is not authorized to make any changes in any of the standards terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3.7 County will inform Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and within five (5) calendar days thereafter when a change of CCA is made.

6.4 County's Contract Program Manager (CCPM)

The responsibilities of the CCPM include:

- 6.4.1 Person designated to provide direction to Contractor in the areas of County policy and program requirements:
- 6.4.2 Meeting with Contractor's Contract Manager on a regular or as needed basis;
- 6.4.3 Inspecting any and all tasks, deliverables, goods, services or other work provided by or on behalf of the CCA.
- 6.4.4 Receiving, investigating and responding to IHSS Recipient and IHSS Provider complaints.
- 6.4.5 Person designated to receive Monthly Management Report to review, use and extrapolate data for statistical purposes.
- 6.4.6 The CCPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.5 Contract Program Monitor (CPM)

The responsibilities of the CPM include:

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract. The CPM reports to the CCA.
- 6.5.2 Monitoring and evaluating Contractor's performance in providing appropriate services as specified in the Contract;
- 6.5.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor;
- 6.5.4 Monitoring Contractor for contractual compliance and prepares monitoring reports for the Contract; and
- 6.5.6 The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.
- 6.5.7 County will inform Contractor of the name, address and telephone number of the CPM, in writing, at the time the Contract is awarded,

and within five (5) calendar days thereafter when a change of CPM is made.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Contract Manager

Contractor shall provide a Contract Manager, as designated in Exhibit M – Contractor's Administration, who will act as liaison with County and be responsible for the overall management and coordination of this Contract. The Contract Manager is responsible for oversight, negotiation and compliance aspects of the contract. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays. Specifically the Contract Manager or alternate shall:

7.2.1 Have full authority to act for Contractor on all Contract matters relating to the management, coordination and compliance matters associated with this Contract.

7.2.2 Be identified in writing prior to Contract start and within five (5) calendar days at any time thereafter when a change of Contract Manager or alternate is made.

7.2.3 Not authorize to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate Contractor to County in any respect whatsoever.

7.2.4 Shall meet and coordinate with the CCPM and CCA on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

7.4.1 Contractor shall furnish and require every on-duty employee to wear a

visible photo identification badge, identifying the employee by name and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

7.4.2 Contractor shall notify the County within one business day when an employee is terminated from working under this Contract. Contractor shall retrieve and immediately destroy the employee's photo identification badge at the time of removal from this Contract.

7.4.3 If County requests the removal of an employee of Contractor, Contractor shall retrieve and immediately destroy the employee's photo identification badge at the time of removal from working on the Contract.

7.5 Confidentiality

7.5.1 Contractor shall 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, Welfare and Institutions Code Section 10850 and County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of Exhibit G – Contractor Acknowledgement and Confidentiality Agreement.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G1 – Contractor Employee Acknowledgement and Confidentiality Agreement annually.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract on Contractor's behalf to sign and adhere to the provisions of Exhibit G2 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement annually.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which materially affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.
- 8.1.3 For any change which does not materially affect the scope of work or any other term or condition included in this Contract, a Change Notice shall be prepared and signed by the County and the Contractor.
- 8.1.4 The County Board of Supervisors and the State of California have appropriated sufficient funds.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed

by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

Contractor shall continue to provide all of the services set forth in this Contract.

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

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing during the term of this Contract if it or any of its subcontractors or any principals of either are suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

8.6 Child/Elder Abuse/Fraud Reporting

8.6.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter “PC”) Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information in accordance with the PC Code Sections 11166 and 11167.

8.6.2 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (W&IC) Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse and shall submit all required information in accordance with W&IC Sections 15630, 15633, and 15633.5. The Elder Abuse Hotline number is (800) 992-1660.

8.6.3 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

8.7 Collective Bargaining Agreement

The Contractor agrees to provide to the County, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

8.8 Complaints

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

8.8.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

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

8.8.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.

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

8.8.5 The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. Contractor shall submit a report on the total number of County-initiated and Recipient complaints received by Contractor, along with the status of the complaints, on its Monthly Management Report (MMR).

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

8.8.7 Copies of all written responses shall be sent to the CCA within five (5) business days of mailing to the complainant.

8.9 Compliance with Applicable Law

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

8.9.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Section 8.9, Compliance with Applicable Law, shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.10 Compliance with Auditor-Controller Contract Accounting and Administration Handbook

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook are incorporated herein by reference and available at www.ladpss.org/dpss/contracts. Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

8.11 Compliance with Civil Rights Law

8.11.1 Contractor shall abide by the provisions of Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, as amended in Volume 42 of United States Code Sections 2000 (e) (1) through 2000 (e) (17); Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the Americans with Disability Act (ADA) of 1990, as amended; WIC Section 10000; CDSS Manual of Policies and Procedures, Division 21; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, creed, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, disability or condition of physical handicap. Contractor shall sign and

adhere with the terms as set forth in Exhibit I, Contractor's EEO Certification, and Exhibit C, Contractor's Non-Discrimination In-Service Certification.

- 8.11.2 In addition, Contractor shall abide by the provisions contained in the current Civil Rights Training Handbook, which was developed in compliance with the October 23, 2003, Civil Rights Resolution Agreement (RA) between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services. The RA placed new Civil Rights requirements on DPSS and its Contractors. The Civil Rights Training Handbook incorporates the Civil Rights requirements of the RA along with all other mandated federal and State requirements that must be adhered to by DPSS, and its Contractors. Civil Rights requirements include, but are not limited to the following:
- 8.11.2.1 Contractor must ensure that public contact staff attend the mandatory Civil Rights training provided by DPSS and submit a completed Exhibit K, Civil Rights Training Report, to the CCA as a follow-up;
 - 8.11.2.2 Contractor must effectively identify the participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 482) or a similar form that Contractor already has in place. (Note: Similar forms that Contractor uses must be forwarded to DPSS for clearance);
 - 8.11.2.3 Contractor must ensure that notices sent to participants are in their respective designated/preferred language;
 - 8.11.2.4 Contractor must provide interpreters to ensure meaningful access to services for all participants;
 - 8.11.2.5 Contractor must maintain records that include any Civil Rights related correspondence pertaining to participants, such as PA 482s, and must document in the case records whether language services and ADA accommodations were provided;
 - 8.11.2.6 Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log as specified in Subsection 8.8 - Complaints; and
 - 8.11.2.7 Contractor must collect data necessary to monitor compliance with Civil Rights requirements.

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

8.12 Compliance with the County's Jury Service Program

8.12.1 Jury Service Program

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

8.12.2 Written Employee Jury Service Policy

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

8.12.2.2 For purposes of this Section 8.12. "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor

uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

8.13 Conflict of Interest

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

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

8.14 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.15 Consideration of Hiring GAIN-GROW Participants

8.15.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.com and DPSS will refer qualified GAIN/GROW job candidates.

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

8.16 Contractor's Responsibility and Debarment

8.16.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.16.3 Non-Responsible Contractor

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

8.16.4 Contractor Hearing Board

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

8.16.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.16.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.16.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.16.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.17 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 P, 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 www.babysafela.org.

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

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

8.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant

to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.19 County's Quality Assurance Plan

The County or its agent(s) will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.20 Contractor's Certification of Bilingual Staff

Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the non-English language(s). Upon request, Contractor shall provide County with the standards/process used to certify proficiency of bilingual staff.

8.21 Criminal Clearances

8.21.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

8.21.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.

8.21.3 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.

- 8.21.4 Disqualification of any member of Contractor's staff pursuant to this Section 8.21 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.22 Damage to County Facilities, Buildings or Grounds

- 8.22.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.22.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.23 Disclosure of Information/Publicity

- 8.23.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
- 8.23.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.23.1.2 During the course of performance on this Contract, the Contractor and its employees, agents, and subcontractors shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Director. The County shall not unreasonably withhold written consent.
- 8.23.2 In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or recipient of IHSS services provided by DPSS.
- 8.23.3 The Contractor may, without the prior written consent of County,

indicate in its proposals and sales materials that it has been awarded his Contract with the County of Los Angeles, provided that the requirements of this Section 8.23, Disclosure of Information/Publicity, shall apply.

8.24 Employee Safety

The Contractor will assure that the Contractor's employees:

- 8.24.1 Are covered by an effective injury and illness prevention program.
- 8.24.2 Receive all required general and specific training on employee safety.

8.25 Employment Eligibility Verification

8.25.1 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.25.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.26 Facsimile and Scanned Representations

The County and the Contractor hereby agree to regard facsimile and scanned representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile and non-scanned) transmission of "original" versions of such

documents.

8.27 **Fair Labor Standards**

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

8.28 **Fiscal Accountability**

Contractor shall adhere to strict fiscal and accounting standards and must comply with the cost principles of the Office of Management and Budget (OMB) 2 Code of Federal Regulations (2 CFR) Part 200. This document, also called the "OMB Super Circular," may be found at the following weblink:

http://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

8.29 **Force Majeure**

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

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

8.29.3 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.

8.30 Government Observations

Federal, State, County, and/or research personnel, in addition to departmental contracting staff, may 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 the Contractor's performance.

8.31 Governing Law, Jurisdiction, and Venue

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

8.32 Indemnification

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

8.33 Independent Contractor Status

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

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

- 8.33.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.33.4 The Contractor shall adhere to the provisions stated in Section 7.5, Confidentiality.

8.34 General Provisions for all Insurance Coverage

- 8.34.1 Without limiting the Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.34 and 8.35 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
 - 8.34.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - 8.34.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
 - 8.34.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured

party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

8.34.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Social Services
Attn: County Contract Administrator
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

8.34.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.34.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured

status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.34.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.34.5 Failure to Maintain Insurance

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

8.34.6 Insurer Financial Ratings

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

8.34.7 Contractor's Insurance Shall Be Primary

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

8.34.8 Waivers of Subrogation

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

8.34.9 Subcontractor Insurance Coverage Requirements

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

8.34.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.34.11 Claims Made Coverage

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

8.34.12 Application of Excess Liability Coverage

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

8.34.13 **Separation of Insureds**

All liability policies shall 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.

8.34.14 **Alternative Risk Financing Programs**

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

8.34.15 **County Review and Approval of Insurance Requirements**

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

8.35 **Insurance Coverage**

8.35.1 **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

8.35.2 **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 shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.35.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope

of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.35.4 **Property Coverage**

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

8.36 **Liquidated Damages**

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

8.36.2 If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director, or his/her designee, may:

- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual

damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit A, SOW, Technical Exhibit 2, Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

- c. Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.36.3 The action noted in Section 8.36.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.36.4 This Section 8.36 shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.37 Most Favored Public Entity

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

8.38 Nondiscrimination and Affirmative Action

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

- 8.38.2 The Contractor shall certify to, and comply with, the provisions of Exhibit I – Contractor’s EEO Certification.
- 8.38.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.38.4 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.
- 8.38.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.38.6 The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this Section 8.38, Nondiscrimination and Affirmative Action, when so requested by the County.
- 8.38.7 If the County finds that any provisions of this Section 8.38, Nondiscrimination and Affirmative Action, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.38.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.39 Non-Exclusivity

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

8.40 Notice of Delays

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

8.41 Notice of Disputes

The Contractor shall bring to the attention of the CCSM and/or SCCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Section Manager or CCA, or his/her designee, is not able to resolve the dispute, the DPSS Director, or designee, shall resolve it.

8.42 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit O – Internal Revenue Service Notice No. 1015.

8.43 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall 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 fact sheet is set forth in Exhibit P Safely Surrendered Baby Law, and is also available on the Internet at www.babysafela.org for printing purposes.

8.44 Notices

8.44.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered by email, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits N – County’s Administration and M – Contractor’s Administration. Addresses may be changed by either party giving ten (10) days’ prior written notice thereof to the other party. The DPSS Director, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.44.2 Notice of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. County shall give ten (10) business days’ advance notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with ten (10) business days’ advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

8.44.3 Delivery of Notices

Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery, or enclosing the same in a sealed envelope addressed to the party for whom it is intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

8.44.4 Changes of Address

Either party may designate a new address by giving timely written notice to the other party.

8.44.5 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

8.45 Ownership of Equipment

County shall be the sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

8.46 Performance Requirements

If Contractor fails to meet the requirements as specified in Exhibit A, Statement of Work, Technical Exhibit 1, Performance Requirements Summary (PRS) hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of Section 8.59, Termination for Default. This Section 8.46 shall not in any manner restrict or limit County's right to terminate this Contract for convenience per Section 8.58.

8.47 Prohibition Against Inducement or Persuasion

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

8.48 Proprietary Rights

8.48.1 All Materials, data, and other information of any kind obtained from County and all materials, data, reports, and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Section 8.48 shall survive the expiration or other termination of this Contract.

8.48.2 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information. County shall not require Contractor to provide any technical information that is proprietary to it, except as requested by County to successfully complete the services under this Contract.

8.48.3 County shall not require Contractor to provide any information that is proprietary to it. Provided, however, that if County requests proprietary information from Contractor in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY," and County shall limit reproduction and distribution to the minimum extent consistent with County's need for such information. When County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either (1) cause all copies

of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

8.49 Public Records Act

8.49.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 8.50, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.49.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.50 Record Retention and Inspection/Audit Settlement

8.50.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. County reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to Contractor. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given

to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.50.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.50.3 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.50 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.50.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.50.5 Other required documents to be retained include, but are not limited to:
 - 8.50.5.1 Invoices/Check Stubs: Any monthly and supplemental invoices and DPSS reimbursement check stubs.
 - 8.50.5.2 Confidentiality Agreements: Any confidentiality agreements that Contractor is required to sign or have

signed, including those for its employees and non-employees.

8.50.5.3 Licenses: Any applicable fire permits, elevator licenses, business licenses, and certifications relating to Contractor's profession.

8.50.5.4 Minutes of Performance Evaluation Meetings: The County Contract Administrator (CCA) writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

8.51 Recycled Bond Paper

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

8.52 Removal of Unsatisfactory Personnel

County shall have the right, at its sole discretion, to require the Contractor to remove and terminate any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately terminate and replace said personnel.

8.53 Intentionally Omitted

8.54 Shred Documents

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to, Welfare & Institutions Code Sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with Subsection 8.50 of this Contract are to be maintained for a period of five (5) years.

8.55 Subcontracting

8.55.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.55.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- 8.55.2.1 A description of the work to be performed by the subcontractor;
 - 8.55.2.2 A copy of the subcontract; and
 - 8.55.2.3 Other pertinent information and/or certifications requested by the County.
- 8.55.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.55.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.55.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.55.6 The CCA is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.55.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.55.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County, from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Department of Public Social Services
Attn: County Contract Administrator
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

8.55.9 In the event that the County consents to subcontracting, Contractor shall include the following provision in all subcontracts:

“This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles.”

8.56 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 Section 8.18 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.59, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.57 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 Section 8.67, Warranty of Compliance with County’s Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.58 Termination for Convenience

8.58.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.58.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

8.58.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.58.2.2 Complete performance of such part of the work, as shall not have been terminated by such notice.

8.58.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 8.50, Record Retention and Inspection/Audit Settlement.

8.59 Termination for Default

8.59.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of DPSS Director.

8.59.1.1 Contractor has materially breached this Contract; or

8.59.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

8.59.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and, in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.59.2 In the event that the County terminates this Contract in whole or in part as provided in Section 8.59.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

8.59.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 8.59.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be

beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.59.4 If, after the County has given notice of termination under the provisions of Section 8.59, Termination for Default, it is determined by the County that the Contractor was not in default under the provisions of Section 8.59, Termination for Default, or that the default was excusable under the provisions of Subsection 8.59.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.58, Termination for Convenience.
- 8.59.5 The rights and remedies of the County provided in this Section 8.59, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.60 Termination for Improper Consideration

- 8.60.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.60.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.61 Termination for Insolvency

- 8.61.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 8.61.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.61.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- 8.61.1.3 The appointment of a Receiver or Trustee for the Contractor; or

- 8.61.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.61.2 The rights and remedies of the County provided in this Section 8.61, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.62 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.63 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of

June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.64 Validity

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

8.65 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.65 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.66 Warranty Against Contingent Fees

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

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

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

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

8.67.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will

maintain compliance, with Los Angeles County Code Chapter 2.206.

8.68 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.69 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 shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.70 Data Encryption

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

a. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- (a) Federal Information Processing Standard Publication (FIPS) 140-2;
- (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1:

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

b. Transmitted Data

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

c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth in addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.70 (Data Encryption) shall constitute a material breach this Contract upon which the County may terminate or suspend this Contract.

8.71 Compliance with Fair Chance Employment Standards

Contractor shall comply with fair chance employment hiring standards set forth in Assembly Bill Number 1008 Employment Discrimination: Conviction History (AB-1008).

9.0 UNIQUE TERMS AND CONDITIONS

9.1 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 contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access to, transmitting or maintaining patient medical records/patient information is necessary to perform the services.

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit Q in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit Q, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9.3 **Ownership of Materials, Software and Copyright**

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and

which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subsection 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 **Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

9.5 **EXECUTION OF COUNTERPARTS**

This Contract, amendments and change notices may be executed in several counterparts all of which taken together constitutes one single document.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Acting Director of the Department of Public Social Services thereof, on the dates indicated below.

CONTRACTOR: Personal Assistance Services Council (PASC)

By _____
Name

By _____
Name

Title

Title

COUNTY OF LOS ANGELES

By _____
Antonia Jiménez, Acting Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Melinda White-Svec
Deputy County Counsel

Date

EXHIBIT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

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

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today.

Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

EXHIBIT A:
STATEMENT OF WORK

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children, families, the aged, blind and disabled population served by the In-Home Supportive Services (IHSS) program. County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 GENERAL

1.1 SCOPE OF WORK

The purpose of the Statement of Work (SOW) is to delineate the separate and mutual responsibilities and obligations of each entity for the provision and administration of In-Home Supportive Services (IHSS) to the recipients of IHSS, to the providers of IHSS and to each other. Contractor shall establish a registry to aid IHSS recipients in finding IHSS providers. Contractor shall provide access to training for providers and recipients; and maintain a collaborative relationship with the County to improve/enhance the IHSS Program.

1.2 QUALITY ASSURANCE

County shall monitor Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit A, SOW, Technical Exhibit 1, Performance Requirements Summary (PRS), or any other such procedures as defined in this Contract.

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

The CCA and Contractor will make every effort to resolve minor discrepancies during the monitoring visit.

In the event of a discrepancy, the CCA will issue a Contract Discrepancy Report (CDR) (Exhibit A – SOW Technical Exhibit 3) to the Contract Manager.

1.3 HOURS OF OPERATIONS/HOLIDAYS

1.3.1 Contractor shall be available to provide services no less than

forty (40) hours a week. Normal County work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. Contractor is not required to provide services on County recognized holidays.

- 1.3.2 The CCA will provide a list of County holidays and Contractor's Contract Manager will provide Contractor's list of holidays prior to the beginning of each calendar year during the term of this Contract.

2.0 INTENTIONALLY OMITTED

3.0 COUNTY FURNISHED ITEMS

All County furnished items are provided by the County for the duration of the Contract only, and solely for the performance of this contract. The County shall provide no materials, equipment, and/or services necessary to perform IHSS services, except as identified below.

Information Technology (IT)

The County will provide, or cause to be provided, at no cost to the Contractor(s), the following Information Technology:

- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Any additional IT resources deemed necessary by the County.

Contractor shall provide security sufficient to protect all County data in any media. All data must be password protected to ensure only authorized staff have access. Contractor shall also meet any additional security measures as required by County. Contractor's security measures must be pre-approved by County in writing.

The County must evaluate and approve all software or tools used in the operation or support of IHSS services. All approved software must be compatible with County standards and hardware and software standards.

3.1 TRAINING

- 3.1.1 County shall arrange for the bi-annual training of Contractor's and Subcontractor's staff on Civil Rights. This may be through direct training of Contractor's staff by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.

- 3.1.2 County may provide cultural awareness and sensitivity training, and materials to Contractor staff. If County provides such training, Contractor shall ensure that all Contractor staff is trained

4.0 CONTRACTOR FURNISHED ITEMS

Contractor shall provide all personnel, facilities, materials, supplies, and equipment necessary to perform all the contract services, except those provided by County as identified in the SOW, Section 3.0 County Furnished Items above.

4.1 GENERAL

Contractor shall furnish necessary personnel, space, equipment, supplies, and training except as provided by County, as specified in Attachment Exhibit A, SOW, Section 3.0, above, to perform all services required by this Contract.

4.2. STAFFING

4.2.1 Contractor shall provide staff with background experience and expertise to provide the services required in this SOW. All staff timecards and records shall be made available to County for review at any time during the term of this Contract.

4.2.2 Contractor shall provide to the CCA at the start of the contract and within 10 calendar days when there are staffing changes all supervisory, administrative, direct labor personnel, including bilingual personnel, to accomplish all work required by this Contract and a roster of all staff, including names, duties, salary, telephone numbers, email addresses and languages spoken.

4.2.3 Contractor shall provide staff with bilingual skills or provide interpreter services for IHSS recipients and providers who cannot communicate in English. CCA will notify Contractor of language requirements for the areas served. Although recipients and providers shall not be required to provide an interpreter, Contractor shall not be prohibited from utilizing an interpreter voluntarily provided by the recipient or the provider (e.g., a relative or friend).

4.2.4 Contractor shall provide training to staff on the Contractor's mission, policies and procedures within 3 months of hire and bi-annually thereafter. The Contractor shall provide the training material to the CCPM at start of contract for review and within 10 business days when changes are made. The training shall include the following:

- IHSS Program
- Elder and Dependent Adult Abuse
 - Reporting any suspected elder or dependent adult abuse/neglect pursuant to applicable law.

- Suspected incidents reported immediately to Adult Protective Services (APS) within 24 hours. A copy of the APS referral shall also be forwarded to CCA.
- Confidentiality of recipient's information
- Customer Service

4.3 FACILITIES, EQUIPMENT, AND SECURITY

Contractor shall provide:

- a. Necessary facility/facilities and furnishings for its operations.
- b. Telephone equipment and its installations.
- c. Utilities, parking, custodial services, building maintenance, and all services/materials at all Contractor's facility(ies), not specifically provided by County.

4.4 MAINTENANCE, REPAIRS AND REPLACEMENTS

- 4.4.1 Contractor shall be responsible for all expenses, such as rewiring and telephone circuit re-routing, or the relocation of equipment.

4.5 COMPUTER EQUIPMENT

- 4.5.1 Contractor shall be responsible for all internet connection costs incurred as a result of Contractor's request to access County computer applications at Contractor's main office, using the internet. County will provide Contractor VPN connection to allow Contractor to access to County's computer applications using the internet through VPN technology.
- 4.5.2 Contractor shall, effective with this new Contract, request prior authorization from County CCA, to purchase with County funds, any piece of equipment in excess of \$5,000 that is necessary to perform all services as specified in Section 8.0, Standard Terms and Conditions, Subsection 8.45, Ownership of /Equipment. County will provide Contractor a written response within thirty (30) calendar days from the receipt date of such request.
- 4.5.3 Contractor shall immediately notify the CMIPS II Help Desk via phone at 1-877-844-5844 or through the CMIPS II home page at <https://cmipsii.ca.gov/CMIPSIIExtranet/SRPage.jsp> to report any systems failures.

4.6 SECURITY

- 4.6.1 Contractor shall provide all security for County-provided computer access located at its office to ensure that the access is secure and that the confidentiality of participants' records is maintained.
- 4.6.2 Contractor shall provide adequate security to protect all County data in any media. Equipment must be secured to work stations in a locked space. Electronic data must be password protected to ensure only authorized staff have access.

4.7 MATERIALS AND SUPPLIES

Contractor shall provide:

- a. Updated list of all sites to be used in administering these services, including any extension sites.
- b. Supplies, unless otherwise specified in SOW, Section 3.0 County Furnished Items, necessary to perform all services required by this Agreement.
- c. Contractor shall post in each Contractor facility, in an area that is easily accessible to Contractor employees Equal Employment Opportunity (EEO) posters and State-approved Nondiscrimination in Services notices, Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 E. Temple Street, 4th Floor
Los Angeles, CA 90010-9856 Telephone Number: (213) 251-7278

5.0 COUNTY RESPONSIBILITIES

5.1 RECIPIENT ELIGIBILITY AND AUTHORIZED HOURS

- 5.1.1 County has sole authority for the determination of recipient eligibility for IHSS and the number of hours of service each eligible recipient shall receive.
- 5.1.2 County shall not reduce authorized hours of service to recipients to fund Contractor, fund wage and/or benefit increases to providers, or implement Government Code Section 3500 et seq.

5.2 PROVIDER INFORMATION

- 5.2.1 For the purpose of the Health Plan, as soon as available, Contractor

shall retrieve the most recent IHSS Provider Information (Health Benefit Management or HBM) file from the Secure File Transfer (SFT) server when notified via email by the CMIPS II vendor on a monthly basis. At a minimum, this information includes the following: name, address, date of birth, social security number, and number of authorized hours of each IHSS provider.

5.2.2 If there is a discrepancy as to a provider's information, County shall investigate the matter after notification from Contractor and respond timely.

6.0 CONTRACTOR RESPONSIBILITIES

6.1 COLLECTIVE BARGAINING

Contractor shall be deemed to be the employer of record of IHSS providers for the purpose of collective bargaining, subject to the exclusive rights of IHSS recipients to hire, fire, and supervise, and will perform collective bargaining as provided by the California Welfare and Institutions Code and the Los Angeles County Code Section 3.45.

6.2 REGISTRY

6.2.1 Overview and Purpose of the Registry

6.2.1.1 Contractor shall maintain the registry to provide assistance to recipients of IHSS in an effort to find suitable providers of care.

6.2.1.2 Contractor shall ensure that the registry call center is equipped with enough staff to ensure that 90% of all calls received are answered by a staff person.

6.2.1.3 Contractor shall provide performance data on the number of calls answered, abandoned and sent to voice mail on the Monthly Management Report.

6.2.1.4 Contractor shall establish and provide a registry of available providers to IHSS recipients for consideration of employment.

6.2.1.5 Any registry services or referrals shall be non-exclusive, voluntary and advisory as to recipients, who shall have the exclusive right to hire and fire their providers.

- 6.2.1.6 Contractor shall ensure potential providers listed on the registry have completed a criminal background investigation.
- 6.2.1.7 Contractor shall investigate the qualifications and background of potential providers listed on the registry, including local summary criminal history information or other criminal record or Department of Justice record which Contractor is authorized to access.
- 6.2.1.8 Contractor shall review Criminal Offender Record Information (CORI) received from the Department of Justice for IHSS homecare provider applicants.
- 6.2.1.9 The CORI report shall contain information about a provider applicant's criminal history or lack thereof. The CORI report is generated by the Department of Justice after an IHSS provider applicant has submitted his/her fingerprints electronically (live scan) for a criminal background.
- 6.2.1.10 The only crimes for which applicant providers can be denied eligibility are those specifically set forth in Welfare and Institutions Code (W&IC) sections 12305.81 and 12305.87. These crimes are the same for both registry and non-registry providers. Individual counties and Public Authorities (PAs) cannot create their own list of disqualifying crimes and deny eligibility for any of those crimes if they do not fall under the scope of either of the code sections listed above. Denying eligibility in this way would erroneously disqualify an applicant provider who is otherwise eligible to work as a provider. W&IC section 12305.87 (d)(1) requires that the counties and PAs allow those recipients, who wish to hire a provider with a criminal conviction which would disqualify that person under W&IC section 12305.87, to sign and submit an individual waiver to allow that person to work for him or her.

6.2.2 Recipient Eligibility Criteria for the Registry

Contractor shall ensure recipient is an active IHSS recipient by verifying that the recipient is authorized to receive IHSS services on CMIPS II.

6.2.3 Provider Eligibility Criteria for the Registry

Contractor shall request newly registered IHSS providers, to update their contact information monthly or whenever a change occurs, as a condition of being part of the registry.

Contractor shall perform a provider registry review annually, to ensure referrals meet IHSS recipient needs. Contractor shall provide a copy of the annual review to the CCPM and the CCA 30 days after the review period.

6.2.4 Contractor Registry Responsibilities

Contractor shall perform the following services for the Registry:

- Contractor shall develop and maintain written procedures for resolving registry services inquiries. The Contractor shall provide a copy of the procedures to DPSS.
- Contractor shall increase the number of providers registered to provide services to IHSS recipients by 10% each year. Contractor shall provide a report to the CCPM with a copy to the CCA 30 days after the fiscal year ends.
- Contractor shall conduct a semi-annual random survey of 20% of IHSS recipients who received a registry list to determine the percentage of matches made. Contractor will provide results of annual registry review to the CCPM, with a copy to CCA 30 days after the conclusion of the review.
- The Contractor shall monitor and evaluate, on a regular basis, the quality of service available for the Registry to determine the feasibility and appropriateness of the registry with respect to the extent of need, nature, manner, duration, quality of service, and cost. That evaluation will involve collection of data, and consultations with IHSS recipients, the Contractor staff, and County.

6.2.5 Registry Enrollment Process-Provider and Recipient

6.2.5.1 Contractor shall provide program description and application packet to IHSS recipients and who wish to apply for the registry no later than 5 days from the initial inquiry

6.2.5.2 Contractor shall make available to IHSS providers the registry policies, procedures and directives they are

required to abide by within 90 days from enrollment process.

6.2.5.3 Contractor shall perform the following for IHSS providers and recipients who wish to participate in the Registry:

- Streamline an application process for IHSS recipients and providers to enroll on the registry.
- Contractor shall provide alternative methods of applying for the registry.
- Contractor shall require all incoming providers to state which IHSS tasks they are able to perform.

6.2.5.4 Contractor will ensure that potential providers are given the option to attend the next available Contractor Registry Information Meeting within 90 days of application to the registry.

Contractor shall ensure when a current provider requests to attend a Contractor Registry Information meeting, they are scheduled within 30 days of the request.

6.2.5.5 When reviewing the provider application for the Contractor registry, the Contractor shall review the tasks that the provider is capable and willing to perform. Contractor will inform the provider of available training that may increase their capability and comfort to perform IHSS services.

6.2.6 Referral Process

6.2.6.1 Contractor shall send referrals of IHSS providers to recipients for consideration of employment within 48 hours when the request is made.

6.2.6.2 Contractor shall send only referrals of IHSS providers to recipients who are “ready to work” (i.e. have completed all steps of the provider enrollment process.)

6.2.6.3 Contractor shall remind IHSS recipients that they must notify the County immediately when they have hired a provider to ensure timely payment.

6.2.6.4 Contractor shall utilize its data in order to match a recipient with a suitable provider.

- 6.2.6.5 When requested by recipient, Contractor shall assist the recipient with hiring a provider.
- 6.2.6.6 Contractor shall remind the IHSS registry recipient of the Fair Labor Standards Act (FLSA) requirements and how workweek limitations may impact the number of providers they can hire.
- 6.2.6.7 Contractor shall remind the IHSS provider of the FLSA requirements and the limitations on the number of hours they can work for IHSS recipients to avoid violations.

6.2.7 Outreach and Marketing for Registry

For the purposes of the Registry, Contractor shall develop outreach and marketing material/activities to inform the IHSS community of the availability of the registry services, although not limited to the following:

- Contractor shall conduct information meetings regarding the registry services for County and community-based organizations that work closely with IHSS recipients.
- Contractor shall develop a fact sheet/informational flyer describing the registry services. The material shall be provided to the CCPM, CCA and appropriate community-based organizations to inform eligible IHSS recipients about the Registry services.
- Contractor shall provide information on the Contractor website for IHSS recipients and providers on the registry application process.
- Contractor, whenever possible, will use alternative electronic methods of communication to keep IHSS recipients and providers up to date regarding registry changes, available training and upcoming legislative changes.
- The Contractor shall provide an online application process for IHSS recipients and providers to apply for registry services.

6.3 TRAINING

Contractor shall provide access to training for providers and recipients.

6.3.1 Contractor shall offer at a minimum 168 consumer and 72 provider information and/or trainings annually to IHSS recipients and providers.

6.3.1.1 Contractor shall offer a minimum of 8 consumer and 3 provider information and/or trainings per month to IHSS recipients and providers.

6.3.1.2 Contractor shall offer training to recipients regarding employer responsibilities, including but not limited to hiring, firing, scheduling, supervising a provider, verifying hours worked by provider and that the provider's schedule and time worked complies with the FLSA rules on overtime and travel time.

6.3.1.3 Contractor shall provide training on any current and upcoming IHSS legislative requirements. The County shall provide training topic recommendations for this purpose and will work with the Contractor to establish a schedule of such trainings.

6.3.1.4 Contractor training shall include at least FLSA requirements and timesheet completion.

6.3.1.5 Contractor shall work with the Department to develop trainings that target the most common employer/employee relation issues identified by Labor Commission Hearings.

6.3.2 Training offered by the Contractor must be conducted in all 8 SPA areas, either in person or using alternative methods (e.g. Tele Town Halls). A sign-in sheet which includes the training attendee's name, address, and phone number must be taken at trainings. The sign in sheets should be available for review at Contractor's monitoring review.

Contractor shall provide access to training for providers and recipients. Training conducted by Contractor must be conducted in all 8 SPA areas. A sign in sheet which includes the training attendee's name, address, and phone number must be taken at trainings. The sign in sheets should be available for review at Contractor's monitoring review.

- 6.3.2.1 Contractor may use trainings offered in the community by third parties to satisfy its obligation under this section. Contractor is not obligated to pay for any such trainings.
- 6.3.2.2 Contractor is not obligated to provide training directly, pay for training provided in the community, pay for the providers' time to attend training, accompany the recipient to training, pay for transportation to training or pay for any materials required by the training.
- 6.3.2.3 Contractor is obligated to screen the content of any training it recommends to providers and/or recipients.
- 6.3.2.4 Contractor is not responsible to ensure that any provider or recipient attend or complete any training.
- 6.3.2.5 Any Contractor arranged training, and the application of such training to any particular recipient-provider working relationship, shall be voluntary and advisory as to recipients, who shall retain the exclusive right to instruct and train their providers as an aspect of their exclusive right to hire, supervise their providers, and terminate employment.

The Contractor shall monitor and evaluate, on a regular basis, the quality of trainings to determine the feasibility and appropriateness with respect to the extent of need, nature, manner, duration, quality, and cost. That evaluation will involve collection of data, and consultations with IHSS recipients/providers, the Contractor staff, and County.

6.4 HEALTH BENEFITS

- 6.4.1 The eligibility aspect of the Health Care Plan shall be administered by the Contractor with the full cooperation of the County, and the Contractor shall determine whether each provider is eligible for health benefits.
- 6.4.2 The Contractor shall notify eligible providers of the availability of health benefits within 30 days from when they become eligible.
- 6.4.3 If there is a dispute as to a provider's eligibility information as provided to the Contractor by County, the Contractor shall notify County of the concern within ten (10) business days after becoming aware of the issue, and County shall review the matter and report back to the Contractor within ten (10) business days.

6.4.4 Contractor shall submit an electronic file, that reflects the number of enrollees who paid the required monthly Co-Payment from Eligible Enrolled IHSS Workers and reconcile this amount with the number of Eligible Enrolled IHSS Workers covered in the County/LA Care Contract. This information will be utilized in reconciling the enrollees who receive Health Care Plan benefits through the County/L.A. Care Contract.

6.4.5 The Contractor shall provide the CCPM the following four (4) reports, by the 15th calendar day of each month, for the previous month:

- a) The names and total number of all Eligible Enrolled IHSS Workers, in the health benefits program. These persons are authorized to work at least the required minimum threshold number of hours and for whom the health benefit co-payment is automatically deducted from their IHSS paycheck.
- b) The names and total number of all previously Eligible Enrolled IHSS Workers who are no longer authorized to work as an IHSS Worker. These persons are eligible to a 2-month extension of health benefits. Since these persons are no longer working, the health benefit co-payment cannot be deducted from their IHSS paycheck.
- c) The names and total number of all previously Eligible Enrolled IHSS Workers who continue to be authorized to work as an IHSS Worker, but fewer hours than the required minimum threshold number of hours. These persons are eligible to a 2-month extension of health benefits. Since these persons are authorized as an IHSS Worker, the co-payment is automatically deducted from their IHSS paycheck.
- d) The names and total number of all previously Eligible Enrolled IHSS Workers listed in 6.4.5 (b), above, who are not paying their co-payment for one or both months in the 2-month extension period.

6.4.5.1 Contractor shall verify the Eligible Enrolled IHSS Workers on a monthly basis. If any discrepancies should be discovered regarding the payments made to L.A. Care Health Plan, including but not limited to, that an IHSS Worker was found to be not eligible for health plan coverage and a Capitation Payment was paid to Contractor for that IHSS Worker, Contractor shall provide L.A. Care Health Plan, in writing, a request for repayment for any ineligible IHSS Worker. L.A. Care Health Plan shall provide a refund of the Capitation

Payment to the County by the fifth (5th) business day following receipt of the Contractor's request. Contractor shall prepare and submit a monthly report of the Capitation Payment discrepancies identified, due by the 15th calendar day of each month, to the CCPM.

6.5 ADMINISTRATIVE RESPONSIBILITIES

6.5.1 The Contractor shall conduct an inventory of all fixed assets and equipment purchased by the Contractor using federal, State or County funds on no less than an annual basis. The Contractor shall maintain and update the inventory list of fixed assets and their location no less than on an annual basis and shall provide County an updated inventory list during the term of this Contract upon request. Contractor shall report any loss or stolen fixed assets or equipment to the CCA.

6.5.2 The Contractor shall provide County with all cost reports, and other such data as required by the County, State of California and Federal governments, including the audits required by the Auditor-Controller Contract Accounting and Administration Handbook.

6.5.3 The Contractor shall track the disposal of fixed assets and equipment.

6.5.4 Customer Loyalty Programs

Contractor staff traveling for County business may retain benefits from airline, car rental and hotel customer loyalty programs. However, participation in these programs must not result in any additional/incremental cost to the County above the lowest available fare or rate, as defined in this policy. Any fees or costs associated with membership in a customer loyalty program are the responsibility of the employee, and will not be reimbursed by the County.

6.6 REPORTING RESPONSIBILITIES

The Contractor shall provide all administrative services necessary to perform the requirements specified in this Contract as follows:

6.6.1 The Contractor shall submit a report, by September 30 of each year, for the previous fiscal year (July 1 - June 30), to the County Board of Supervisors with a copy to the CCPM and CCA detailing its functions, evaluating its operations for that year, detailing any specific goals and objectives for the coming year, and its plan for meeting those goals and objectives.

If, for any coming year, the Contractor intends to expand its duties, the Contractor shall present a detailed plan and budget for the implementation of that expansion of duties.

6.6.2 The Contractor shall provide the CCPM and CCA with all cost reports and other such data as required by federal, State and County governments.

6.6.3 The Contractor shall send a Monthly Management Report (MMR) (Technical Exhibit 18) to the CCPM with a copy to the CCA. The MMR is due by the 15th calendar day of the month for the previous month. If the 15th falls on a Saturday, Sunday or holiday, the MMRs are due the following business day.

6.6.4 The Contractor shall complete and provide to the CCPM other ad hoc reports as required by County.

6.6.5 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to IHSS Recipient and IHSS Provider complaints. A copy of these procedures shall be provided to the CCPM and CCA.

6.6.6 The Contractor shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in the Contractor's records.

6.6.7 The Contractor shall ensure all public contact staff are consistently sensitive, understanding, and use sound judgment in recognizing the recipients/providers rights and needs. Contractor shall maintain a list of all APS referrals made. Contractor shall also provide the CCA with copies of all APS referrals by the 15th calendar day of each month.

7.0 JOINT RESPONSIBILITIES

7.1 Develop a Public Authority Rate that includes wages and benefits for workers and the Contractor administrative costs for submission by the County to CDSS for the subsequent submission to the California Department of Health Services, pursuant to the terms of the State Plan amendment.

7.2 Collaborate on cost effective improvements to the IHSS Program.

7.3 Monitor and evaluate, on a regular basis, the quality of service available.

- 7.4 The County shall invite the Contractor to the IHSS Offices annually to provide an overview of their services during General Staff Meetings.

8.0 BACK-UP ATTENDANT PROGRAM

8.1 OVERVIEW OF THE BACK-UP ATTENDANT PROGRAM

The Back-Up Attendant Program (BUAP) is designed to address the critical needs of IHSS recipients in urgent need of referral of a provider to assist them on a short-term basis, not to exceed 20 hours per month, when their regular provider is unavailable or their individualized “Emergency Back-Up Plan” (as described in their IHSS case record) fails. This program will refer Back-Up Attendant providers as defined in Section 8.8 (Provider Eligibility Criteria for BUAP), on short notice, to serve those IHSS recipients with the most severe needs, as defined in Section 8.7 (Recipient Eligibility Criteria for BUAP), when their regular provider or self-identified back-up provider has become temporarily unable and unavailable to perform regularly, scheduled services and if left unattended, may be at risk.

8.2 PURPOSE OF THE BUAP

The purpose of this section is to delineate the separate and mutual responsibilities and obligations of each entity for the provision and administration of the BUAP. It is the intent of each entity to work in a cooperative manner to ensure that the BUAP services are delivered in a prompt and efficient manner, with primary consideration given to the need of IHSS recipients who may need BUAP services.

8.3 HOURS OF OPERATION FOR BUAP

8.3.1 For the purpose of the BUAP, the Contractor will be available to receive phone calls from their call center from potential recipients who may need BUAP services during normal business hours and outside of normal business hours. Normal business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m.

8.3.2 For the BUAP, the Contractor’s call center hours of operation will be closely monitored and evaluated for possible adjustment based on utilization as the program progresses.

8.4 COUNTY FURNISHED ITEMS FOR THE BUAP

8.4.1 EQUIPMENT

For the purpose of the BUAP, the Contractor will have access to the County's computer application using the internet through the Virtual Private Network (VPN) technology to allow the Contractor's registry staff access on their personal-computers, as needed for the BUAP services so long as it is approved by CDSS. This VPN technology capability will enable the Contractor to view authorized service hours to determine program eligibility for participants as defined in Section 8.8, Provider Eligibility Criteria for the BUAP as determined by the Contractor.

Contractor shall request or terminate access for staff to use the VPN connection computer applications as follows:

- a. Contractor shall request access to each of the computer applications for staff newly assigned, within four (4) business days of their assignment, by submitting a completed User Request form and a signed Security Agreement for each computer application. Contractor shall send the forms to the CCA.
- b. Contractor shall provide written notice to the CCA, as appropriate, within four (4) business days, when a staff person no longer needs access to County-provided computer applications. County will promptly cancel that person's access to the computer application(s).

8.5 COUNTY RESPONSIBILITIES FOR THE BUAP

8.5.1 RECIPIENT ELIGIBILITY AND AUTHORIZED HOURS FOR BUAP SERVICES

- 8.5.1.1 For the purposes of the BUAP, County has sole authority for the determination of recipient eligibility for IHSS and the number of hours of service each eligible recipient shall receive. BUAP services are not additional to what has already been authorized to the IHSS recipient. A maximum cap of 20 hours per month for IHSS recipient to utilize BUAP services has been established. However, this amount may be exceeded in special circumstances, on a case-by-case basis, as mutually agreed to by County and the Contractor, in order to allow a recipient to remain safely in her/his home. If a recipient requests BUAP services, those service hours will be deducted from their regular monthly, authorized service hours for that month.

- 8.5.1.2 County shall not reduce authorized hours of service to IHSS recipients in order to fund the Contractor BUAP services, wages and/or benefits increases to providers, or implement Government Code Section 3500 et seq.
- 8.5.1.3 The IHSS recipient is responsible for ensuring that the overall authorized hours for the month are not exceeded, and that all hours paid are actually worked.
- 8.5.1.4 County shall assist the Contractor with outreach, by mailing Contractor-prepared materials to eligible recipients, and distributing Contractor-prepared materials through IHSS Social Workers at the time of initial and annual assessments.
- 8.5.1.5 County shall generate electronically Back-up Attendant timesheets and enter all data necessary to secure proper payment for provider.
- 8.5.1.6 County shall continue to monitor total authorized hours used by recipients, including maintaining necessary records as required by the CDSS.

8.6 **CONTRACTOR RESPONSIBILITIES FOR THE BUAP**

For the purpose of the BUAP, the Contractor is deemed the employer of record of IHSS providers participating in the BUAP for the purpose of collective bargaining subject to the exclusive rights of IHSS recipients to hire, fire and supervise providers as provided in the Los Angeles County Code Section 3.45 and the California Welfare and Institutions Code (W&IC).

- 8.6.1 The Contractor shall adapt and expand the Registry to meet the needs of the BUAP by no less than 20% each year.
- 8.6.2 The Contractor shall contact the IHSS recipient to verify that the Back-Up provider hours authorized by the registry were worked. The Contractor shall verify to the CCPM that the recipient was contacted and the hours authorized for payment are correct.
- 8.6.3 The Contractor shall maintain data on its Registry regarding providers who wish to work as BUAP providers, and who have been pre-qualified by experience and skills and cleared a criminal background check from the Department of Justice record, which the Contractor is authorized to access. With respect to any criminal background check, the Contractor will comply with all applicable state laws and County ordinances.

- 8.6.4 The Contractor's Registry data will include the geographical areas and times of availability for each of the potential BUAP providers.
- 8.6.5 Any BUAP Registry services or referrals shall be non-exclusive, voluntary and advisory to IHSS recipients, who shall retain the exclusive rights to hire and fire their Back-Up Attendant providers as described in the IHSS Individual Provide Mode of service delivery. IHSS recipients can benefit from this program and its special rate in accordance with Contractor policy and procedures.
- 8.6.6 Contractor shall request newly registered IHSS BUAP providers to update their contact information at least monthly or whenever a change occurs as a condition of being part of the registry.

8.7 RECIPIENT ELIGIBILITY CRITERIA FOR THE BUAP

- 8.7.1 For the purposes of the BUAP, IHSS recipients who are authorized 25 hours or more per week of personal care services as determined by the County will be targeted for this program.
- 8.7.2 IHSS recipients must have an immediate and emergent need for BUAP services due to the unavailability of the recipient's regular provider(s), the unavailability of any other support services pre-arranged by the recipient, and exhausting all options on their SOC 864 - IHSS Individualized Back Up Plan and Risk Assessment, pursuant to County requirements as defined in Section 8.1, Overview of the BUAP.
- 8.7.3 The Contractor shall seek to refer a Back-Up Attendant provider for the minimum number of ours required by the recipient but not to exceed the cap of 20 hours per month of authorized care for the IHSS recipients to utilize BAUP services. However, this amount may be exceeded in special circumstances, on a case-by-case basis, as mutually agreed to by County and the Contractor, to allow a recipient to remain safely in her/his home.
- 8.7.4 The Contractor shall provide the SOC 426A - In-Home Supportive Services Program Recipient Designation of Provider form as listed in SOW, Technical Exhibit 7A, and the SOC 838 - IHSS Recipient Request for Assignment Hours to Providers form as listed in SOW, Technical Exhibit 14, to the recipient to complete on or before backup services are rendered.

8.7.5 Once the Contractor is alerted that the IHSS recipient is repeatedly utilizing BUAP services, the Contractor shall provide the recipient with a registry listing and refer the recipient to the County Social Worker to find a permanent solution in securing a provider.

8.8 PROVIDER ELIGIBILITY CRITERIA FOR THE BUAP AS DETERMINED BY THE CONTRACTOR

8.8.1 For the purposes of the BUAP, IHSS providers must qualify for and join the Contractor Homecare Registry (including clearing a Criminal Background check from the Department of Justice), and also apply for inclusion in the BUAP.

8.8.2 The Contractor shall require Back-Up Attendant providers to complete a statement of qualifications (which must be kept current) as to the skills they possess, and the times and geographic areas in which they plan to be available to serve as Back-Up Attendants.

8.8.3 The Contractor shall request Back-Up Attendant Providers to update their contact information monthly, as a condition of being part of the registry, including their availability and geographic area(s) they are willing to work.

8.8.4 The Contractor shall require Back-Up Attendant providers to be available during the times and within the geographical areas they have designated.

8.8.5 As a condition to be part of the BUAP Registry, BUAP providers must have the ability to serve recipients with severe disabilities, including skills to perform certain critical tasks, such as bowel and bladder care and the safe transfer or repositioning of recipients with severe disabilities.

As a condition to be part of the BUAP Registry, the Contractor shall remind the IHSS provider of the FLSA requirements and the limitations on the number of hours they can work for IHSS recipients to avoid violations.

8.8.6 The Contractor shall give preference to those skilled and experienced providers who can provide prompt and urgent response, and continuity of care to meet the anticipated needs of the particular recipient, (e.g., if the need is for two days, the provider is prepared to serve both days), and has demonstrated responsiveness to previous back-up opportunities.

8.8.7 The Contractor shall require Back-Up Attendant providers to attend a single session Registry orientation class covering their duties and

responsibilities, the principles of recipient-directed services and independent living, and the policies and procedures for the BUAP.

8.8.8 Existing providers already enrolled in the Registry (long-term and part-time) may apply for participation in the BUAP.

8.8.9 The IHSS recipient retains the authority to reject or terminate any Back-Up Attendant provider, and to request another if necessary, and to instruct and direct the performance of all services as described above.

8.8.10 Existing providers who are employed within the IHSS program, or may be employed as home-health aides or nursing home aides, and are interested in part-time opportunities can apply to be Back-Up Attendant providers as long as they have completed all steps of the IHSS provider enrollment process.

8.8.11 The Contractor shall identify qualified workers consistent with the hours needed by the recipient.

8.8.12 Due to the nature and urgency of services in the BUAP, and the need for Back-Up Attendant providers to respond quickly, and transport themselves to unfamiliar premises, they may have to make parking arrangements, and serve unfamiliar high-need recipients on a short-term basis., This program will compensate Back-Up Attendant providers for hours actually worked at a higher wage rate than that of regular providers until such funds are spent or no longer available.

8.9 TRAINING FOR THE BUAP AS DETERMINED BY THE CONTRACTOR

8.9.1 The Contractor shall provide access to training for BUAP providers to enhance the level of care they will provide to participating IHSS recipients eligible to the BUAP.

8.9.2 The Contractor is not obligated to provide training directly, to pay for training provided in the community, to pay for the Back-Up Attendants time to attend training or to accompany the recipient to training, to pay for transportation to training or to pay for any materials required by the training.

8.9.3 The Contractor is obligated to screen and be responsible for the content of any training it tells BUAP providers and/or recipients to attend who are participating in this program. The Contractor shall disclose this information to any recipient and provider prior to providing training.

8.9.4 The Contractor is responsible to encourage that any registered BUAP provider meets all requirements set forth by the Contractor for this program.

8.9.5 Any Contractor arranged BUAP training, and the application of such training to any particular recipient-provider working relationship, shall be voluntary and advisory as to IHSS recipients, who shall retain the exclusive right to instruct and train BUAP providers as an aspect of their exclusive right to hire, supervise, and terminate employment.

8.10 ADMINISTRATIVE RESPONSIBILITIES FOR THE BUAP

The Contractor shall provide all administrative services necessary to perform the Contract requirements specified for the BUAP as follows:

8.10.1 The Contractor shall develop, maintain and update written procedures for receiving, investigating and responding to users of BUAP services.

8.10.2 The Contractor shall ensure all public contact staff are consistently sensitive, understanding, and use sound judgment in recognizing the recipient/provider's rights and needs for the BUAP.

8.10.3 The Contractor shall monitor service delivery to review the progress and effectiveness of the program by conducting telephone interviews and satisfaction surveys with IHSS recipients served by the BUAP

8.10.4 The Contractor shall monitor and evaluate, on a regular basis, the quality of service available for the BUAP to determine the feasibility and appropriateness of the program with respect to the extent of need, nature, manner, duration, quality of service, and cost. That evaluation will involve collection of data, and consultations with IHSS recipients, the Contractor staff, and County.

8.11 CONTRACTOR REPORTING RESPONSIBILITIES FOR THE BUAP

8.11.1 The Contractor shall complete and provide to the CCA other ad hoc reports as required by County regarding the BUAP.

8.11.2 The Contractor shall collect information from IHSS recipients, that may include feedback on whether the referred Back-Up Attendant provider arrived as planned, was at the recipient's home long enough to complete requested work, was responsive in doing what the recipient requested. The information collected will be used to assess the quality of service provided to IHSS recipients and

determine the effectiveness of the BUAP.

8.12 JOINT RESPONSIBILITIES FOR THE BUAP

- 8.12.1 County and the Contractor shall collaborate on the development of appropriate referral criteria for individuals to be served. The targeted population to be served by the BUAP is IHSS recipients who receive 25 or more personal care hours per week.
- 8.12.2 The Contractor and County shall periodically review the number of recipients served and the usage patterns as part of the monitoring process. As to the recipients who are making frequent use of the program, consideration will be given to strategies to assist the recipients in establishing alternative solutions, (e.g., assist the recipient in seeking DPSS review of her/his number of authorized hours or assist the recipient in the use of the PASC Registry to locate more reliable permanent providers). County and the Contractor may also examine patterns of use and modify the BUAP accordingly.
- 8.12.3 County and the Contractor shall collect information from IHSS recipients, that may include feedback on whether the referred Back-Up Attendant provider arrived as planned, was at the recipient's home long enough to complete requested work, was responsive in doing what the recipient requested. The information collected will be used to assess the quality of service provided to IHSS recipients and determine the effectiveness of appropriating additional funds for this program.

8.13 SERVICES TO BE PROVIDED BY THE BUAP

All BUAP services are part of, and subject to, the Independent Provider Mode of Service, which vests the recipient exclusive control over the direction, instruction, and supervision of all services performed.

- 8.13.1 The type of services that are to be provided under the BUAP may include, but are not limited to, the following:
- a) Assistance with ambulation
 - b) Bathing, oral hygiene and grooming
 - c) Dressing
 - d) Care and assistance with prosthetic devices
 - e) Bowel, bladder, and menstrual care
 - f) Repositioning, skin care, range of motion exercises, and transfers
 - g) Feeding and assurance of adequate fluid intake
 - h) Assistance with recipient's self-administration of respiration

- equipment
- i) Paramedical Services authorized by the County (as documented in IHSS case record and SOC 321 – (Request for Order and Consent - Paramedical Services) signed by physician and recipient that may include, but are not limited to the following:
 - 1) Suctioning
 - 2) Manual Coughing
 - 3) Diabetic Testing
 - 4) Colostomy Irrigation
 - 5) Enemas
 - 6) Suppository Insertion
 - 7) Manual Bowel Evacuation
 - 8) Urinary Catheter Insertion/Care
 - 9) Tube Feeding

8.14 PROGRAM ENROLLMENT PROCESS FOR THE BUAP

- 8.14.1 For the purpose of the BUAP, eligible IHSS recipients will be automatically enrolled on the Back-Up Registry at the time of application for the Registry.
- 8.14.2 By pre-enrolling IHSS recipients, the Contractor will have the necessary information on file so that referrals can be made quickly and efficiently. For those recipients who choose not to pre-enroll, the Contractor will acquire their enrollment data by telephone as required by the Program.
- 8.14.3 The application shall contain recipient's information, including name, address, phone number, County IHSS Social Worker's name, monthly IHSS service hours and a description of their needs.
- 8.14.4 The Contractor shall determine recipient eligibility to BUAP services based on Case Management Information & Payroll System (CMIPS) data and, when necessary, work in collaboration with the County to determine recipient's eligibility to the BUAP.
- 8.14.5 In the event that the Contractor staff does not have the capability to communicate with recipients in certain languages, the Contractor will promptly arrange for interpreter services as outlined in the SOW, Section 4.2.3, Staffing

8.15 REFERRAL PROCESS FOR THE BUAP

- 8.15.1 For the purpose of the BUAP, the Contractor shall utilize its data in

order to match a recipient with a suitable Back-Up Attendant provider referral. Language needs of the recipient and potential Back-Up Attendant will be considered.

- 8.15.2 When the Back-Up Attendant provider arrives at the recipient's home, the recipient will discuss her/his needs with the Back-Up Attendant provider and direct him/her in the completion of the required tasks, pursuant to the Independent Provider Mode and services authorized under the IHSS Program.

8.16 CONTRACTOR TRAINING FOR BUAP STAFF

- 8.16.1 Contractor BUAP staff working on BUAP referrals will be trained on the Contractor's Mission, the BUAP's policies and procedures, the IHSS program, and other related topics in order to operate the BUAP effectively and efficiently.

- 8.16.2 The Contractor shall orient all staff with regard to reporting any suspected elder and dependent adult abuse and/or neglect pursuant to applicable law. Suspected incidents of abuse will immediately be reported to APS within 24 hours as required by law. A copy of APS referrals shall also be forwarded to the CCA.

- 8.16.2.1 The Contractor shall train its Back-Up Attendant staff regarding confidentiality compliance in accordance to the provisions of Welfare & Institutions Code (W & I C) Section 10850 and Division 19 of the CDSS Manual of Policies and Procedures.

- 8.16.2.2 All applications and records made or kept by the Registry relating to any form of public social services such as the BUAP from which funding is received from the state and federal government will be kept confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

- 8.16.2.3 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any IHSS recipient utilizing or applying for Back-Up Attendant services.

8.17 OUTREACH AND MARKETING FOR THE BUAP

- 8.17.1 For the purpose of Back-Up Attendant, the Contractor shall develop outreach and marketing activities to inform the community of the availability of these services although not limited to the following:

- 8.17.1.1 Mail/email information to eligible IHSS recipients and place notices in the PASC Bulletins to inform eligible recipients on how and when to use the Back-Up Attendant services.
- 8.17.1.2 The Contractor shall conduct information meetings regarding the BUAP for County and community-based organizations that work closely with recipients.
- 8.17.1.3 The Contractor shall develop a fact sheet describing the BUAP. The fact sheet shall be provided to County. This fact sheet will be provided to IHSS Social Worker staff and appropriate community-based organizations in order to inform eligible IHSS recipients about this service.

9.0 ENROLLMENT REQUIREMENTS FOR NEW IHSS PROVIDERS

9.1 OVERVIEW

Current legislation, ABX4 4 (Chapter 4, Statutes of 2009), and ABX4 19 (Chapter 17, Statutes of 2009) expanded provider enrollment requirements effective November 1, 2009.

ABX4 4 amended W&IC Section 12305.81 to require that the SOC 426, Provider Enrollment Form be submitted to the county by all providers in person.

ABX4 19 mandates that all new/prospective providers take the following steps:

1. Pursuant to W&IC Section 12301.6 and 12305.86, submit fingerprints and undergo and pass a Criminal Background Investigation (CBI);
2. Pursuant to W&IC Section 12301.24, providers must attend a provider orientation to obtain information about IHSS rules and requirements for being a provider; and
3. Pursuant to W&IC Section 12301.24, complete and sign the SOC 426 and sign the new SOC 846, Provider Enrollment Agreement stating that they understand and agree to the rules and requirements for being a provider under the IHSS Program. New legislation, AB1612 (Chapter 725) has expanded the provider enrollment requirements effective February 1, 2011 as follows:
 - a. Adds Tier 2 exclusionary crimes to the existing disqualifying crimes list, SOC 858B, TIER 2 – Exclusionary Crimes;
 - b. Requires that counties share CORI results with other counties, if the provider moves outside of the county; and

c. Retains CORI results for ten years.

4. All new/prospective providers are required to complete the entire provider enrollment process within 90 calendar days of initiating the process. Provisions within this section allow County some flexibility to extend the provider enrollment period for an additional 45 calendar days for “good cause.”

9.2 **COUNTY RESPONSIBILITIES FOR THE ENROLLMENT REQUIREMENTS FOR NEW IHSS PROVIDERS**

COUNTY shall:

9.2.1 Continue to provide the Contractor limited access to the County’s computer application using the internet through VPN technology for the purpose of the new enrollment requirements for IHSS providers.

9.2.2 Continue to handle the new enrollment and agreement process for IHSS providers, including notifications; initial and follow-up contact procedures; distribution, collection, and retention of the requisite documentations.

9.2.3 Provide CBI packets or refer IHSS providers to Contractor to have a CBI completed. This referral process will be on a flow basis to avoid any backlog/log jam in processing.

9.2.4 Refer GAIN/GROW participants, by job category, to Contractor to be considered for employment.

9.2.5 County will query CMIPS at least annually for providers who have had no payroll activity for the last 6 months or less. County and Contractor shall coordinate efforts to enable Contractor to outreach to these providers for purposes of the registry. County will forward outreach materials provided by Contractor to the identified providers.

9.3 **CONTRACTOR RESPONSIBILITIES FOR THE ENROLLMENT REQUIREMENTS FOR NEW IHSS PROVIDERS**

CONTRACTOR shall:

9.3.1 Continue to operate a dedicated toll-free telephone number to assist providers with the new enrollment requirements that fall within Contractor’s responsibility as provided herein, consisting of coordinating and processing CBI matters for new/prospective providers and assisting the County in CBI matters. The Contractor’s

toll-free telephone number shall be in operation Monday through Friday, excluding County holidays, from 8:00a.m. to 5:00 p.m.

9.3.2 Hire required personnel, and maintain those personnel classifications to ensure adequate staffing is available to assist with the CBI responsibilities required of Contractor as specified.

9.3.3 Train Contractor-provided personnel who are to be utilized in the performance of the duties required of Contractor herein, regarding the new enrollment requirements for IHSS providers to the limited extent required by this Contract.

Mail the Notice of Disqualification Notices including but not limited to, SOC 852, SOC 852A, to those who fail their CBI due to Tier 1, Tier 2, Subsequent Conviction Tier 1, SOC 858B, SOC 863 and Subsequent Conviction Tier 2 crimes and the SOC 856 - To Request Appeal of Provider Enrollment Denial.

9.3.4 Assume full responsibility for mailing a CBI packet to any provider who contacts the Contractor for that purpose, and continuing to supply the County with CBI packets.

9.3.5 Provide the CBI packets on electronic format on their website for prospective/applicant providers to obtain.

9.3.6 Provide CCPM with a list of IHSS providers with pass/fail CBI results within two (2) business days of Contractor determination. The list shall differentiate between Tier 1 and Tier 2 crimes. The list shall include the provider's identifying information (name, date of birth, social security number, gender, mailing address, telephone number and language) and indicate whether the provider passed or failed the CBI. Notification to County of IHSS providers' results whose CBI is delayed or pending will vary.

9.3.7 Provide the County CBI packets, in all of the requested threshold language, on a continuous basis, within ten (10) business day of request of County form CB1001.

9.3.8 Provide CCPM with a list of providers who failed a CBI. The list should include the individuals First Name, Middle Initial, if applicable, Last Name, Address, Social Security Number, Phone Number, Type of Crime, Termination Reason, CORI Date, and Conviction Date.

For those new/prospective providers who did not clear the CBI, mail all applicable notices, including but not limited to:

- SOC 852 - IHSS Notice to Applicant Provider of Provider Ineligibility Tier 1 Crimes
- SOC 852A - IHSS Notice to Applicant Provider Tier 2 Crimes
- SOC 856 - To Request Appeal of Provider Enrollment Denial Form
- SOC 858A - IHSS Notice to Provider of Provider Ineligibility Tier 1 Crimes Ineligibility – Subsequent Conviction
- SOC 858B - IHSS Notice to Provider of Provider Ineligibility Tier 2 Crimes Ineligibility – Subsequent Conviction
- SOC 863 - In-Home Supportive Services (IHSS) Applicant Provider Request for General Exception

9.3.9 Follow up on delayed CBI results with the DOJ within 10 business days of non-receipt of a notification.

9.3.10 Follow up on incomplete CBI results with the DOJ within 10 business days of non-receipt of a notification with the DOJ's recommended action needed.

9.3.11 Provide CCPM with a list of IHSS provider CBI that are delayed or pending by the 15th day of month.

9.3.12 Review and process all disqualifying CBIs and subsequent conviction notifications, obtained from the DOJ for providers.

9.3.13 Notify the CCPM of the provider's CBI disqualification within three (3) business days, by providing the County with a copy of the following forms:

- SOC 852
- SOC 852A
- SOC 858A
- SOC 858B

9.3.13.1 The SOC forms shall be completed with the following information: provider's name, reason(s) for the disqualification, and Contractor's phone number.

9.3.13.2 Copies of the completed forms shall be uploaded to Contractor's secure server.

9.3.14 When a provider is determined to be ineligible because of a disqualifying crime, Contractor, with the assistance of the County, will notify all appropriate counties of the provider's ineligibility status. Notification to the other counties must be transmitted in a confidential manner.

9.3.15 Retain the CORI results in an electronic format for ten (10) years.

9.3.16 Assume full responsibility to process final disposition of subsequent conviction reports, once notified by the DOJ.

9.3.16.1 When a provider is determined to be ineligible because of a subsequent conviction, Contractor, with the assistance of the County, will notify all appropriate counties of the provider's change in eligibility status. (W&IC 12305.81)

9.3.17 After notification from the County that a provider has not been employed for over one year, Contractor shall notify the DOJ via the BCIA 8302, No Longer Interested (NLI) Notification form.

10.0 APPEALS AND HEARINGS (ASH)

10.1 Litigation

10.1.1 Contractor shall notify County in writing of pending litigation on any case, within ten (10) calendar days of being notified of pending litigation.

10.1.2 County shall notify Contractor in writing of pending litigation on any case within ten (10) calendar days of being notified of pending litigation.

10.1.3 Cases in litigation must be retained by Contractor for at least three (3) years after the case is settled by the courts. In addition to lawsuits, records may be needed for Appeals and State Hearings, audits, and complaints. These records shall be made available to County by Contractor.

11.0 AD HOC REPORTS

At various times, County may request data or other information from Contractor on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to County in a mutually agreeable time period. Contractor cannot be responsible for the provision of information based upon data which Subcontracting agencies have not been required to collect in the course of service provision.

12.0 FRAUD REFERRALS

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I). Information can be found on the Internet at http://dpss.lacounty.gov/dpss/fraud/online_reporting.cfm

12.1 County Received Complaints

12.1.1 County shall refer complaints related to Contractor's services to Contractor in writing for resolution. Contractor shall notify County in writing of the resolution within five (5) calendar days. County shall prepare a monthly listing of complaints referred to Contractor for resolution. Inquiries shall not be considered complaints. Calls not referred to Contractor for resolution shall not be considered complaints.

12.2 Contractor Received Complaints

12.2.1 Contractor shall maintain Attachment Exhibit A, SOW Technical Exhibit 4, Monthly Complaint Log, of all complaints related to the Contractor's services received directly by Contractor. The log shall include complaints about providers, the Contractor or about other aspects of the program.

12.2.2 Complaints which indicate abuse, neglect or exploitation of children shall be referred by Contractor to the Department of Children and Family Services within 24 hours of receipt.

13.0 CUSTOMER SERVICE

13.1 Customer Service Program

Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this Contract's Preamble. A copy of the Customer Service Program shall be provided to the CCPM and the CCA within ten (10) business days of the start of the contract for approval. Any changes to the Customer Service Program must be made allowing ten (10) business days for approval.

13.2 Customer Service Monitoring

County shall monitor the quality of the Contractor's customer service by randomly selecting Participants for telephone and/or site surveys. The survey will be completed electronically, in person or via mail.

14.0 CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by County, which includes but is not limited to the following:

- 14.1 Ensure public contact staff attend the mandatory Civil Rights training provided by DPSS.
- 14.2 Ensure notices and correspondences provided to the Participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all IHSS recipients/recipients.
- 14.3 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
 - 14.3.1 All Contractors must provide and assist IHSS recipients/providers with completing a PA 607, Attachment L, Complaint of Discriminatory Treatment in the Participants' primary language.
 - 14.3.2 All Contractors must maintain a log of civil rights complaints.
 - 14.3.3 Contractor's Contract Manager (CM) will act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and the County's Civil Rights Section (CRS).
 - 14.3.4 All CM/CRLs must forward all PA 607s to the CCA within two (2) business days.
 - 14.3.5 CM/CRLs should not attempt to investigate Civil Right complaints. Investigations are handled by CRS.

15.0 GREEN INITIATIVES

- 15.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 15.2 Contractor shall notify CCA of Contractor's new green initiatives prior to the contract commencement

**EXHIBIT A
STATEMENT OF WORK
TECHNICAL EXHIBITS**

PERFORMANCE REQUIREMENTS SUMMARY

1.0 PERFORMANCE REQUIREMENTS SUMMARY

1.1 INTRODUCTION

This Performance Requirement Summary (PRS) lists the minimum required services and performance measures that will be monitored by the County during the term of the Contract. It indicates the required services, the standards for performance, the monitoring methods and the potential liquidated damages for not meeting the Acceptable Quality Level (AQL). It also outlines the quality assurance and monitoring methods the County can use to measure the Contractor's performance.

All listings of required services or standards used in this PRS are intended to be completely consistent with the terms and conditions of this Contract and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the terms and conditions of this Contract and Statement of Work (SOW). In any case of apparent inconsistency between required services or standards as stated in the terms and conditions of the Contract, the SOW and this PRS, the terms and conditions of the Contract and the SOW will prevail. If any required service or standard seems to be created in this PRS which is not clearly forthrightly set forth in the terms and conditions of the Contract or in the SOW, that apparent required service or standard will be null and void and place no requirement on the Contractor and will not be the basis of the assignment of any unsatisfactory performance.

Because the provision of registry services and training for IHSS recipients and providers is critical to the mission of DPSS, the County expects a high standard of performance by the Contractor. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by the Contractor before the deviation from AQL should occur. However, it is the Contractor's responsibility to provide the services set forth in the SOW and summarized in this PRS and monitor them as described in Monitoring 1.3.

1.2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

The PRS chart in Technical Exhibit 2 displays the minimum services of the SOW that the County will monitor during the term of this contract. County will also monitor other contract provisions that are not outlined in the PRS chart.

In summary, the PRS chart outlines the following:

- 1.2.1 Required Service: The contract requirements and performance measures considered most critical to acceptable contract performance.
- 1.2.2 Standard of Performance: The standard level of service the Contractor is to perform for each required service and performance measure.

- 1.2.3 Monitoring Methods: The monitoring methods the County will use to evaluate the Contractor's performance in meeting the contract requirements.
- 1.2.4 Acceptable Quality Level (AQL): The minimum performance percent that can be accepted and still meet the Contract Standard for satisfactory performance.
- 1.2.5 Financial Deductions for Not Meeting AQL: The liquidated damages which can be deducted from the contract payment for unacceptable performance for not meeting the AQL as outlined in Subsection 1.8, Determination of Financial Deductions.

1.3 MONITORING

Contractor shall fully cooperate with County to complete no less than annual monitoring review(s). Contractor's failure to provide case files and all appropriate documents at the time of monitoring may result in an error.

- 1.3.1 County's Notification to Contractor: County shall notify Contractor at the start of each monitoring period of scheduled dates the County will conduct on-site monitoring.

1.4 NOTICES OF AND RESPONSE TO COUNTY REVIEW FINDINGS

Upon completion of the annual review(s), Contractor and County shall take the following actions:

- 1.4.1 County shall provide Contractor a notice of the findings within ten (10) business days, to include Contract Discrepancy Reports [CDR] (Technical Exhibit 3) when errors are found.
- 1.4.2 Contractor shall have ten (10) business days to respond to the findings, in writing, including any CDRs issued. The ten (10) business days will begin upon receipt of the findings by Contractor. The CDR will require the Contractor to explain in writing the reasons for unacceptable performance and how performance will be returned to an acceptable level and how recurrence of the problem will be prevented.
- 1.4.3 County shall provide a follow-up report and respond to Contractor's responses in writing within ten (10) business days. The written response shall indicate the acceptability or unacceptability of the response. In the case of unacceptability, the County shall provide Contractor with the reason the response is unacceptable.
- 1.4.4 Contractor shall have another ten (10) business days to respond in writing to County's follow-up report.

- 1.4.5 County shall review the Contractor's response and issue a final written report.
- 1.4.6 Contractor shall provide a Corrective Action Plan (CAP) in ten (10) business days, as outlined in Subsection 1.7 below.
- 1.4.7 County shall have ten (10) business days to respond to Contractor's CAP.
- 1.4.8 After the final report of findings for the no less than the annual review(s) has been issued, the County shall meet with the Contractor monthly, beginning the first month after the month the final report of findings are issued, not to exceed the twelfth month of the contract, on a mutually agreed date and time to discuss the CAP required for performance errors for not meeting the AQL and any other unsatisfactory performance.

1.5 CONTRACT DISCREPANCY REPORTS (CDRs)

- 1.5.1 In addition to issuance of a CDR, Technical Exhibit 3, after the annual review(s) per Subsection 1.3, County shall issue a CDR at any time during the contract term whenever it is discovered that Contractor has not adhered to a contract provision.
- 1.5.2 Contractor shall be required to respond within ten (10) business days to a CDR. Contractor shall return the CDR with a written explanation, on the CDR and using additional pages, if necessary, of the reasons for not meeting contract requirements and provide a CAP (Technical Exhibit 5).
- 1.5.3 If Contractor's response is not acceptable to County, County shall have the option to provide Contractor another opportunity to respond or implement other corrective action methods outlined in the contract including terminating the contract.

1.6 REMEDY OF DEFECTS

- 1.6.1 Regardless of findings of errors for not meeting the AQL or other unsatisfactory performance, Contractor must, within a reasonable time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.
- 1.6.2 When errors are detected, the CDR shall cite the reason for the error, indicate the violated contract section as referenced on the PRS, and indicate the timeframe for correcting the errors.
- 1.6.3 Contractor shall review the errors cited, provide proof of corrective measures taken and provide attached supporting documentation by the due date specified.

1.7 CORRECTIVE ACTION PLAN

When Contractor's performance falls below the AQL listed in the PRS, Contractor shall provide County with a CAP (Technical Exhibit 5), with the CDR referenced in subsections 1.4 and 1.5 above.

The CAP shall include a description of what actions Contractor has taken, or will take, to meet contract requirement(s), how recurrence of the problem will be prevented, and proof of the corrective action taken (if corrective action was already completed). For any corrective action to be taken, Contractor shall provide a date as to when corrective action will be completed.

1.8 DETERMINATION OF FINANCIAL DEDUCTIONS

When performance of a service is unacceptable as determined by County and the unacceptable performance was not caused by County, Contractor shall be assessed a financial charge for a monitoring period where the Contractor's performance is below the AQL, except in instances when Contractor met the AQL during the previous monitoring period.

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
1	Contract, 5.0 – <u>Fiscal Provision</u> , subsection, 5.6 – IHSS Provider Health Benefits, subparagraph 5.6.3	The Contractor will submit an electronic file to the CCA and L.A. Care Health Plan by the 22nd of each month of all Eligible IHSS Providers enrolled in the Health Care Plan for the following month of service (e.g., the file received on March 22 shall contain all IHSS providers enrolled in the Health Care Plan for April).	Review of reports received by DPSS	95%	\$50 per occurrence
2	Contract, 5.0 – <u>Fiscal Provision</u> , subsection, 5.10 – Invoices and Payments, subparagraph 5.10.4	The Contractor shall submit the monthly invoices and supporting documentation, which may include, but not limited to, receipts, at the request of the CCA or an alternate, to the County by the fifteenth (15 th) calendar day of the month following the month of service, except for the invoices for Health Care Capitation Payments detailed in 5.10.5. Failure to submit timely and accurate monthly invoices will result in delay of payment.	Review of Monthly Invoices	95%	\$50 per occurrence
3	Contract, 5.0 – <u>Fiscal Provision</u> , subsection, 5.11 - Quarterly Reconciliation Invoices, subparagraph 5.11.1	County shall reconcile Contractor's monthly invoice on a quarterly basis. Contractor shall submit an original reconciliation invoice to the CCA within thirty (30) calendar days following the end of each quarterly reconciliation period. The reconciliation invoice shall detail actual cost expenditures of Contractor for the prior contract quarter. The first reconciliation invoice for this Contract shall cover the first three-month period of contract services.	Review of Quarterly Recon. Invoices	95%	\$50 per occurrence
4	S.O.W., 1.0 - <u>General</u> , Subsection, 1.3 - Hours of Operations	Contractor shall be available to provide services no less than forty (40) hours a week. Normal County work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. Contractor is not required to provide services on County recognized holidays.	Site visits and complaints	100%	\$100 per occurrence

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
5	S.O.W. 4.0 - <u>Contractor Furnished Items</u> , Subsection 4.2 - Staffing, subparagraph 4.2.1 & 4.2.2	<p>Contractor shall provide all supervisory, administrative, direct labor personnel, including bilingual personnel to accomplish all work required by this Agreement.</p> <p>Provide to the CCA at the start of the contract and within 10 calendar days when there are staffing changes all supervisory, administrative, direct labor personnel, including bilingual personnel, to accomplish all work required by this Contract and a roster a list of all staff, including name, duties, salary, telephone numbers, email addresses and languages spoken.</p> <p>All staff timecards and records should be available for review at any time.</p>	Review of records	95%	\$100 per occurrence
6	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.2 - Registry, subparagraph 6.2.1.2	Contractor shall ensure that the registry call center is equipped with enough staff to ensure that 90% of all calls received are answered by a staff person.		95%	\$100 per occurrence
7	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.2 - Registry subparagraphs 6.2.1.4,	Contractor shall establish or arrange services to provide referrals of IHSS providers to recipients for consideration of employment.	<p>Review of database registry information</p> <p>List of names added from previous 6 months</p>	95%	\$100 per occurrence
8	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.2 – Registry, subparagraph 6.2.4	Contractor shall increase the number of providers registered to provide services to IHSS by a minimum of 10% per year.	Review of database registry information	95%	\$100 per occurrence

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
9	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.3 - Training, subparagraph 6.3.2	Contractor shall provide access to training for providers and recipients. Training conducted in the community must be conducted in all 8 SPA areas. A sign in sheet which includes the training attendee's name, address, and phone number must be taken at trainings. The sign in sheets should be available for review during the Contractor's annual monitoring.	Review of record files	100%	\$100 per occurrence
10	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.4 - Health Benefits, subparagraph 6.4.1 & 6.4.2	Contractor reviews the qualifications for each provider. Contractor shall determine whether each provider is eligible for health benefits. Contractor provides notices of eligibility to providers and maintains copies on file. The Contractor shall notify providers of the availability of health benefits within 30 days from when they become eligible.	Review of record files	95%	\$100 per occurrence
11	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.4 - Health Benefits, subparagraphs 6.4.4 & 6.4.5	Contractor shall submit an electronic file that reflects the number of enrollees who paid the required monthly Co-Payment from Eligible Enrolled IHSS Workers and reconcile this amount with the number of Eligible Enrolled IHSS Workers covered in the County /LA Care Contract. This information will be utilized in reconciling the enrollees who receive Health Care Plan benefits through the County/L.A. Care Contract. The electronic file must include the enrolled provider's name, address, DOB, and hours he/she is authorized to work. Contractor must provide the IHSS Program staff the following four (4) reports, by the 15 th calendar day of each month, for the previous month:	Review of records	95%	\$100 per occurrence

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
		<ol style="list-style-type: none"> 1. The names and total number of all Eligible Enrolled IHSS workers in the health benefits program. These persons are authorized to work at least the required minimum threshold number of hours and for whom the health benefit co-payment is automatically deducted from their IHSS paycheck. 2. The names and total number of previously Eligible Enrolled IHSS workers who are no longer authorized to work as an IHSS worker. 3. The names and number of all previously Eligible Enrolled IHSS workers who continue to be authorized to work as an IHSS worker, but fewer hours than the required minimum threshold number of hours. 4. The names and total number of all previously Eligible Enrolled IHSS Workers listed in this 6.4.5 (b) above, which are not paying their co-payment for one or both of the 2-month extension periods. 			
12	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.5 - Administrative Responsibilities, subparagraphs 6.5.1 & 6.5.2	Contractor shall also conduct inventory on no less than an annual basis of all equipment purchased by the Contractor using County funds to meet County inventory control requirements and a copy shall be sent to the CCA. The Contractor shall maintain and update the inventory list of equipment on no	Review of PASC's procedures	100%	\$100 per occurrence

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
		less than an annual basis showing the addition of any new equipment purchases, location of equipment and shall provide County with an updated inventory list during the term of this Contract upon request.			
13	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.5 - Administrative Responsibilities, subparagraph 6.5.2	The Contractor shall provide County with all cost reports, and other such data as required by the County, State of California and Federal governments, including the audits required by the Auditor-Controller Contract Accounting and Administration Handbook.	Review of reports and records	100%	\$100 per occurrence
14	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.5 - Reporting Responsibilities, subparagraph 6.6.1	Contractor shall submit a report, by September 30 of each year, for the previous fiscal year (July 1-June 30), to the County Board of Supervisors detailing its functions, evaluating its operations for that year, detailing any specific goals and objectives for the coming year, and its plan for meeting those goals and objectives.	Review of reports and records Report received timely by Sept 30 th	100%	\$100 per occurrence
15	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.6 - Reporting Responsibilities, subparagraphs 6.6.2	Contractor shall provide County with all cost reports and other such data as required by County, State and federal governments.	Review of records, reports, invoices	95%	\$100 per occurrence

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
16	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.6 - Reporting Responsibilities, subparagraphs 6.6.3	Contractor shall send a Monthly Management Report (MMR) (Technical Exhibit 18) to the CCPM with a copy to the CCA. The MMR is due by the 15 th calendar day of the month for the previous month. If the 15 th falls on a Saturday, Sunday or holiday, the MMR are due the following business day.	Review of records, reports, invoices and MMRs	95%	\$100 per occurrence
17	S.O.W, Section 6.0 - <u>Contractor Responsibilities</u> , Subsection 6.6 - Reporting Responsibilities, subparagraphs 6.6.4 & 6.6.5	Contractor shall complete and provide to the CCPM other ad hoc reports as required by County. Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to IHSS recipients and IHSS provider complaints. A copy of these procedures shall be provided to the CCPM and CCA.	Review of records and reports	100%	\$50 per occurrence
18	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.3, Hours of Operation for BUAP, Subparagraph, 8.3.1	Contractor will be available to receive phone calls from their PASC Call Center from potential recipients who may need BUAP services during normal business hours and outside of normal business hours. Normal business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m.	Physical onsite review	100%	\$100 per occurrence
19	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.6, Contractor Responsibilities for BUAP, Subparagraph, 8.6.1	Contractor shall adapt and expand the Registry to meet the needs of the BUAP by no less than 20% each year.	Review of PASC records	95%	\$100 per occurrence

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
20	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.6, Contractor Responsibilities for BUAP, Subparagraph, 8.6.2	Contractor verifies Attendant provider hours authorized by the Registry with DPSS. Contractor shall report or verify to DPSS all Back-Up Attendant provider hours authorized by the Registry for purposes of payroll processing.	Review of records	95%	\$100 per occurrence
21	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.6, Contractor Responsibilities for BUAP, Subparagraph, 8.6.3	Contractor shall maintain data on its Registry regarding providers who wish to work temporarily as BUAP providers, and who have been pre-qualified by experience and skills and cleared a criminal background check from the Department of Justice record, which Contractor is authorized to access. With respect to any criminal background check, Contractor will comply with all applicable state laws and County Ordinances.	Review of records	95%	\$100 per occurrence
22	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.8, Provider Eligibility Criteria for the BUAP as Determined by the Contractor, Subparagraph. 8.8.2	Contractor shall require Back-Up Attendant providers to complete a statement of qualifications (which must be kept current) as to the skills they possess, and the times and geographic areas in which they plan to be available to serve as Back-Up Attendants.	Review of records and files	95%	\$100 per occurrence
23	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.8, Provider Eligibility Criteria for the BUAP as Determined by the Contractor, Subparagraph. 8.8.3 & 8.8.4	Contractor has procedures in place to ensure providers keep the Registry current as to their stated times and geographic area of availability.	Review of records and files	95%	\$50 per occurrence

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
24	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.9, Training for BUAP as Determined by the Contractor, Subparagraph. 8.9.1	Contractor shall provide access to training for BUAP providers to enhance the level of care they will provide to participating IHSS recipients eligible to the BUAP.	Attendance List Review List of Back-up Providers	95%	\$50 per occurrence
25	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.10, Administrative Responsibilities for the BUA, Subparagraph, 8.10.1	Contractor shall develop, maintain and update written procedures for receiving, investigating and responding to users of BUAP services.	Review of PASC's procedures	100%	\$50 per occurrence
26	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.11, Contractor Reporting Responsibilities for the BUAP, Subparagraph, 8.11.2	Contractor shall collect information from IHSS recipients that may include feedback on such items as whether the referred BUAP provider arrive as planned, was at the recipient's home long enough to complete requested work, was responsive in doing what the recipient requested, assessing the quality of services provided to IHSS recipients Subsection.	Review of PASC's records	100%	\$50 per occurrence
27	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.12, Joint Responsibilities for the BUAP, Subparagraph, 8.12.2	Contractor shall periodically review the number of recipients served and the usage patterns as part of the monitoring process. Contractor should keep a list of all repeat users of BUAP.	Review of PASC's records	100%	\$50 per occurrence
28	S.O.W, Section 8.0, <u>Back-Up Attendant Program (BUAP)</u> , Subsection 8.16, Contractor Training for BUAP Staff, Subparagraph, 8.16.2	Contractor shall maintain a list of all APS referrals made. Contractor shall also provide the CCA with copies of all APS referrals.	Review of PASC's records	100%	\$50 per occurrence

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Financial Deductions for Not Meeting AQL (e)
29	S.O.W, Section 12.0, <u>Fraud Referrals</u> , Subsection 12.2, Contractor Received Complaints	Contractor shall maintain Attachment Exhibit A, Statement of Work, Technical Exhibit 4, a Monthly Complaint Log, of all complaints related to the PASC's Services received directly by Contractor. The log shall include complaints about providers, the Contractor, or about other aspects of the program.	Review of PASC's records	100%	\$50 per occurrence
30	Unique Terms and Conditions, Section 8.68, Time off for voting	The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law. Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.	Observations during site visits	95%	\$100 per occurrence

CONTRACT DISCREPANCY REPORT

TO:		
FROM:		
AGENCY:	DATE SENT:	RESPONSE DUE DATE:
CASE NAME:	REPORT NUMBER:	REVIEW PERIOD:

DISCREPANCY OR PROBLEM:

Signature of CCA Date

AGENCY RESPONSE (Cause and Corrective Action):

Signature of Agency Manager Date

COUNTY EVALUATION OF AGENCY RESPONSE:

COUNTY ACTIONS:

DATE AGENCY NOTIFIED OF COUNTY ACTION: _____

Signature of CCA

MONTHLY COMPLAINT LOG

Contract #:		Agency: PASC	
Month/Year:		Program Manager:	

Date	Time Of Call	Complainant's Name	Witnesses	Primary Language	Explain Problem	Resolution and Date	Staff Person	Time Spent
	a.m.							
	p.m.							
	a.m.							
	p.m.							
	a.m.							
	p.m.							
	a.m.							
	p.m.							
	a.m.							
	p.m.							

Note: This log is intended to be a YTD log of all complaints received and resolved during the contract term.
Please add additional pages as necessary.

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Technical Exhibit 5

CORRECTIVE ACTION PLAN FORM

DUE DATE:

	RECOMMENDATION	ACTION PLAN	SUPPORTIVE DOCS (Yes/No)	IMPLEMENTATION DATE (On or Before)
1				
2				
3				

DAILY ATTENDANCE LOG
FOR THE WEEK OF _____ THROUGH _____

(MM/DD/YY)

(MM/DD/YY)

EMPLOYEE NAME: _____
(PRINT)

SSN: _____

Date _____

DAY	DATE WORKED	START TIME	LUNCH		QUIT TIME	HOURS WORKED			REMARKS/OVERTIME WORKED JUSTIFICATION
			OUT	IN		REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS	
MON									
TUE									
WED									
THU									
FRI									

TOTAL HOURS THIS PERIOD			
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EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**

**READ THE INFORMATION BELOW CAREFULLY BEFORE
YOU BEGIN TO COMPLETE THIS FORM**

Under state law, if you have been convicted of or incarcerated following a conviction for certain exclusionary crimes within the past 10 years, you are not eligible to be enrolled as a provider or to receive payment from the IHSS program for providing supportive services except as specified below. There are two categories of exclusionary crimes.

- **Tier 1 crimes, as set forth in Welfare and Institutions Code (W&IC) section 12305.81, include the following:**
 1. Specified abuse of a child (Penal Code [PC] section 273a[a]*),
 2. Abuse of an elder or dependent adult (PC section 368*), and
 3. Fraud against a government health care or supportive services program.
- **Tier 2 crimes, as set forth in W&IC section 12305.87, include the following:**
 1. A violent or serious felony, as specified in PC section 667.5(c)*, and PC section 1192.7(c)*,
 2. A felony offense for which a person is required to register as a sex offender pursuant to PC section 290(c)*, and
 3. A felony offense for fraud against a public social services program, as defined in W&IC sections 10980(c)(2)* and (g)(2)*.

A complete listing of Tier 2 crimes is available upon request from the County IHSS Office or IHSS Public Authority.

*See attached form SOC 426C for the text of these PC and W&IC sections.

- As part of the IHSS provider enrollment process, you must submit fingerprints and undergo a criminal background check conducted by the California Department of Justice.
- If your responses on this form or the results of the criminal background check show that you have been convicted of, or incarcerated following a conviction for, either a Tier 1 or Tier 2 crime within the last 10 years, you will not be eligible to be enrolled as an IHSS provider or to receive payment from the IHSS program for providing supportive services.
- For Tier 2 crimes, if you have obtained a certificate of rehabilitation or an expungement (dismissal pursuant to PC section 1203.4), the conviction will not disqualify you from working as an IHSS provider.
- If your conviction is for a Tier 2 crime, you may qualify for an individual waiver or a general exception under certain circumstances which are described below.
- ***There are no waivers or exceptions allowed for Tier 1 crimes.***

GO ON TO THE NEXT PAGE →

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**

**CONTINUE READING THE INFORMATION BELOW CAREFULLY BEFORE
YOU BEGIN TO COMPLETE THIS FORM**

Individual Waiver of an Exclusion for Conviction for a Tier 2 Crime

If you are found ineligible based on a conviction for a Tier 2 exclusionary crime but an IHSS recipient (or his/her authorized representative) wishes to hire you as his/her provider in spite of your criminal background, you may obtain a waiver as follows:

- The IHSS recipient who wishes to hire you (or his/her authorized representative) will be informed of your conviction and will be directed to keep the information confidential.
- The recipient who wishes to hire you as his/her provider (or his/her authorized representative) must submit an IHSS Recipient Request for Provider Waiver (SOC 862) to the County IHSS Office or IHSS Public Authority.
- The waiver will allow you to be enrolled to provide services only for the recipient who requested the waiver and only in the county in which the waiver was filed.
- If you, as the provider, are also the recipients' authorized representative, you are NOT allowed to sign the waiver on behalf of the recipient to waive crimes for which you have been convicted. In this case, the waiver must either be signed directly by the recipient or, if that is not possible, another individual must be declared an authorized representative for purposes of signing this waiver.
- For more information about requesting a waiver, the IHSS recipient who wishes to hire you as his/her provider should contact the County IHSS Office or IHSS Public Authority.

General Exception of an Exclusion for Conviction for a Tier 2 Crime

If you are found ineligible based on a conviction for a Tier 2 exclusionary crime and you want to be listed on a provider registry or to provide services for a recipient who has not requested an individual waiver.

- You may apply for a general exception of the exclusion by completing the IHSS Applicant Provider Request for General Exception (SOC 863).
- You will be required to provide backup documentation, e.g., employment history, personal references, etc., to support your request for a general exception.
- For more information about requesting a general exception, contact the County IHSS Office or IHSS Public Authority.

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PAGE 2 OF 5

SOC 426 (6/16)

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**

INSTRUCTIONS:

- Use black or blue ink to fill out. Print information clearly.
- Fill out, sign and return this form in person to the office or location designated by the county. Bring original federal or state government-issued identification and your original Social Security card when returning this form.
- Complete all items in PART A, answer the questions in PART B, and read and sign the declaration in PART C.
- The county will: 1) Review the form to make sure it is complete; 2) Make photocopies of your identification and Social Security card; and 3) Provide you with a copy of the completed form for your records.
- You **MUST** let the county know if anything you report on this form changes within 10 calendar days of the change.

PART A: PROVIDER INFORMATION

1. Full Name (First Name, Middle Initial, Last Name):		2. Date of Birth:		3. Gender:	
		If you are under 18 years of age, you must submit a valid Work Permit with this form.		<input type="checkbox"/> M <input type="checkbox"/> F	
4. Home Address (Must be physical address, not a Post Office Box*):		City:	State:	Zip:	
5. Mailing Address (if different from home address):		City:	State:	Zip:	
6. Telephone Number (with Area Code):		7. Social Security Number**:			
8. E-Mail Address (if any):					
9. a. Driver's License # or Government Issued ID #:		b. Expiration Date:			
		c. Issuing State:			
10. a. Primary Spoken Language:		b. Primary Written Language:			

NOTES:

- * A paycheck for a provider cannot be mailed to a P.O. Box unless the county has approved a request from the provider.
- ** The collection of the Social Security Number is required pursuant to W&IC 12305.81(a), and the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC 1324a), for the purposes of verifying the individual's identity and authorization to work in the United States.

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**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**

PROVIDER'S NAME: _____

PART B: PROVIDER DISCLOSURE

ANSWER THE FOLLOWING QUESTIONS BY CHECKING THE APPROPRIATE BOX:

- 1. WITHIN THE PAST 10 YEARS, HAVE YOU BEEN –**
- a. Convicted of or incarcerated following a conviction for a Tier 1* crime?..... YES NO
 - b. Convicted of or incarcerated following a conviction for a Tier 2* crime?..... YES NO

**See Page 1 of this form for a definition of Tier 1 and Tier 2 crimes.*

- 2. IF YOU ANSWERED “YES” TO QUESTION 1.b. ABOVE,** have you obtained a certificate of rehabilitation or expungement (dismissal pursuant to PC section 1203.4) of the Tier 2 crime?..... YES NO

If YES, you must provide the county with a copy of the certificate of rehabilitation or documentation of the expungement along with this completed form.

PART C: PROVIDER DECLARATION

I UNDERSTAND AND AGREE THAT –

- I cannot receive IHSS program funds as payment for authorized services I provide to any eligible recipient of IHSS until I have completed the entire provider enrollment process and I have been officially enrolled as a provider by the county.
- I have 90 calendar days from the date I first began the provider enrollment process to complete all of the enrollment requirements. If I do not complete all of the enrollment requirements within 90 calendar days, I shall be deemed ineligible to serve as a provider in the IHSS program and cannot be paid by the IHSS program for providing authorized services to an IHSS recipient.
- As a part of the provider enrollment process, I must provide fingerprints and undergo a criminal background check. I am responsible for paying the costs of fingerprinting and the background check.
- If it is found, either through my responses on this form, the results of the criminal background check, or some other means, that within the past 10 years, I have been convicted of or incarcerated following a conviction for a Tier 1 exclusionary crime, I will not be eligible to be an IHSS provider, and the recipient who wished to hire me will be informed that I am ineligible to be a provider because of a disqualifying criminal conviction which will not be specified.

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**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM**

PROVIDER'S NAME: _____

PART C: PROVIDER DECLARATION (Continued)

I UNDERSTAND AND AGREE THAT –

- If it is found, either through my responses on this form, the results of the criminal background check, or some other means, that within the past 10 years, I have been convicted of or incarcerated following a conviction for a Tier 2 exclusionary crime, and I have not received a certificate of rehabilitation or had the conviction expunged –
 - I will not be eligible to be an IHSS provider, unless an IHSS recipient who wishes to hire me to provide his/her services, requests an individual waiver, or I apply for and I am granted a general exception; and
 - The IHSS recipient who wishes to hire me as his/her provider will be informed of my conviction and the types of crimes for which I was convicted, and he/she will be directed to keep the information confidential.

**IF I AM ENROLLED BY THE COUNTY AS AN IHSS PROVIDER,
I UNDERSTAND AND AGREE THAT –**

- If the person I provide services for receives IHSS through the Medi-Cal program, I will be considered to be a Medi-Cal provider of personal care services. Therefore, I will be required to comply with all Medi-Cal program rules relating to the provision of services.
- Payment for the authorized services I provide to an IHSS recipient will be from federal, state and/or county IHSS funds and any false statement I provide, including false entries on the timesheet, or withholding of information may be prosecuted under federal and/or state laws.
- I will reimburse the IHSS program for any overpayments paid to me and any overpayment, individually or collectively, may be deducted from a future paycheck for services I provide to any recipient of IHSS.
- I will provide all services without discrimination based on race, religion, color, national or ethnic origin, gender, age, sexual orientation, or physical or mental disability.

I declare, UNDER PENALTY OF PERJURY, that all of the information I have provided on this form is true and correct to the best of my knowledge, and that I agree to the declaration and agreements listed above.

Signature: _____ Date: _____

Printed Name: _____

County Representative's Signature (Optional): _____

DATE: _____

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
RECIPIENT DESIGNATION OF PROVIDER**

INSTRUCTIONS:

- Use black or blue ink. Print information clearly.
- You (or your authorized representative) must complete PART A of this form to let the county know who you have chosen to provide your authorized services.
- If you have multiple providers, you must fill out a separate form for each person who will be providing authorized services for you.
- You must sign the acknowledgement in PART C of this form.
- Please return this completed and signed form to the county. The county will keep the original form and give you a copy.

PART A. RECIPIENT DESIGNATION OF PROVIDER	
1. Recipient's Name:	
2. County IHSS Case #:	
3. Provider's Name:	
4. Provider's Address:	
City, State, ZIP Code:	
5. Provider's Telephone Number:	
6. Provider's Date of Birth	
7. Provider's Social Security #*:	
8. Provider's Gender (check box):	<input type="checkbox"/> Male <input type="checkbox"/> Female
9. Provider's Relationship to Recipient (if any):	<input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Spouse/Domestic Partner <input type="checkbox"/> Conservator <input type="checkbox"/> Guardian <input type="checkbox"/> Other _____
10. Provider's Start Date:	

*NOTE: The collection of the Social Security Number is required by the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC 1324a), for the purposes of verifying the individual's identity and authorization to work in the United States.

I choose the person listed above to be my IHSS provider. This person will provide some or all of the services authorized by the county.

PART B. RECIPIENT AGREEMENT

I UNDERSTAND AND AGREE THAT:

- The person I have chosen to be my provider cannot be paid federal and/or state money for providing services to me until he/she completes all of the provider enrollment requirements. These requirements include completing, signing, and returning (in person) the Provider Enrollment Form (SOC 426), submitting fingerprints and being cleared of disqualifying crimes through a criminal background check, completing a provider orientation, and returning a signed Provider Enrollment Agreement (SOC 846).
- The county will send me a notice telling me if the person I have chosen as my provider does not complete the provider enrollment requirements or if he/she is not eligible to be an IHSS provider.
- If I choose to have this person provide services for me before he/she is enrolled as an IHSS provider, and the county sends me a notice telling me that he/she is not eligible to be an IHSS provider, I will have to pay him/her with my own money for the services that he/she provided before he/she was determined ineligible to be a provider and for any services he/she provides after the county notifies me that he/she is ineligible.
- Neither the county nor the State will be held responsible for any claims and/or losses caused by the above-named person I choose to hire as my IHSS provider. I agree to hold harmless the State and county, their officers, agents, and employees, and to take responsibility for any and all claims and/or losses to any person caused by the named person I choose to hire as my IHSS provider.
- The county can provide information about my authorized services and service hours to the person I have chosen as my provider. The county will send my provider the IHSS Provider Notice of Recipient Authorized Hours and Services (SOC 2271).
- My total monthly authorized hours will be divided by 4 to determine my maximum weekly hours. The maximum weekly hours is a guideline telling me the highest number of hours my provider(s) will be able to work for me during a workweek. However, since most months are slightly longer than 4 weeks, I will work with my provider(s) to spread his/her hours throughout the month in order to make sure I have all the service hours I need for the month.
- Sometimes I may need my provider to work more than my maximum weekly hours. I must ask for county approval to adjust my maximum weekly hours only if the change requires my provider to work:
 1. More overtime hours in the month than he/she would normally work.

2. More than 40 hours for me in a workweek if my maximum weekly hours are 40 hours or less in a workweek.
- If I do not get an approved exception, my provider will get a violation for working more than my maximum weekly hours.
 - I can **never** authorize my provider to work more than my total authorized monthly service hours. Therefore, when I authorize my provider to work extra hours in one week, I must have the provider work fewer hours in the other week(s) of the month.
 - If my provider works for another recipient, the maximum number of hours that he/she may claim in a workweek for all of the time he/she works for his/her recipients combined is **66** hours. I **must make a work schedule for my provider to determine how many hours he/she will be working for me each week to make sure he/she does not work more than 66 hours per workweek.** I will get a Recipient Notification of Maximum Weekly Hours (SOC 2271A) which will include information on my maximum weekly hours so I can use it to make the work schedule for my provider(s). In order to make the schedule, my provider must tell me how many hours he/she is available to work for me each workweek. If my provider cannot work all of my authorized hours, I will need to hire additional provider(s). **If I need help finding and hiring another provider(s), I can call my county IHSS Public Authority to obtain a provider from the registry or my county IHSS office.**
 - The county will send me a notice each time my provider gets a violation. If my provider gets three violations, he/she will be suspended from providing IHSS for three months. If he/she gets another violation after being reinstated from the three-month suspension, he/she will be terminated as a provider for one year.

PART C. RECIPIENT ACKNOWLEDGMENT

I understand and agree to follow all of the requirements listed in this form.

RECIPIENT'S SIGNATURE:	DATE:
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PRINTED NAME: _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE:	DATE:
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PRINTED NAME: _____

FOR COUNTY USE ONLY

WORKER NAME:	DATE:
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IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

CALIFORNIA PENAL CODE SECTION 273a, SUBDIVISION (a)

- (a) Any person who, under circumstances or conditions likely to produce great bodily harm or death, willfully causes or permits any child to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of that child to be injured, or willfully causes or permits that child to be placed in a situation where his or her person or health is endangered, shall be punished by imprisonment in a county jail not exceeding one year, or in the state prison for two, four, or six years.

CALIFORNIA PENAL CODE SECTION 368

- (a) The Legislature finds and declares that crimes against elders and dependent adults are deserving of special consideration and protection, not unlike the special protections provided for minor children, because elders and dependent adults may be confused, on various medications, mentally or physically impaired, or incompetent, and therefore less able to protect themselves, to understand or report criminal conduct, or to testify in court proceedings on their own behalf.
- (b) (1) Any person who knows or reasonably should know that a person is an elder or dependent adult and who, under circumstances or conditions likely to produce great bodily harm or death, willfully causes or permits any elder or dependent adult to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any elder or dependent adult, willfully causes or permits the person or health of the elder or dependent adult to be injured, or willfully causes or permits the elder or dependent adult to be placed in a situation in which his or her person or health is endangered, is punishable by imprisonment in a county jail not exceeding one year, or by a fine not to exceed six thousand dollars (\$6,000), or by both that fine and imprisonment, or by imprisonment in the state prison for two, three, or four years.
(2) If in the commission of an offense described in paragraph (1), the victim suffers great bodily injury, as defined in Section 12022.7, the defendant shall receive an additional term in the state prison as follows:
 - (A) Three years if the victim is under 70 years of age.
 - (B) Five years if the victim is 70 years of age or older.(3) If in the commission of an offense described in paragraph (1), the defendant proximately causes the death of the victim, the defendant shall receive an additional term in the state prison as follows:
 - (A) Five years if the victim is under 70 years of age.
 - (B) Seven years if the victim is 70 years of age or older.
- (c) Any person who knows or reasonably should know that a person is an elder or dependent adult and who, under circumstances or conditions other than those likely to produce great bodily harm or death, willfully causes or permits any elder or dependent adult to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any elder or dependent adult, willfully causes or permits the person or health of the elder or dependent adult to be injured or willfully causes or permits the elder or dependent adult to be placed in a situation in which his or her person or health may be endangered, is guilty of a misdemeanor. A second or subsequent violation of this subdivision is punishable by a fine not to exceed two thousand dollars (\$2,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.
- (d) Any person who is not a caretaker who violates any provision of law proscribing theft, embezzlement, forgery, or fraud, or who violates Section 530.5 proscribing identity theft, with respect to the property or personal identifying information of an elder or a dependent adult, and who knows or reasonably should know that the victim is an elder or a dependent adult, is punishable by imprisonment in a county jail not exceeding one year, or in the state prison for two, three, or four years, when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value exceeding four hundred dollars (\$400); and by a fine not exceeding one thousand dollars (\$1,000), by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, when the

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
CALIFORNIA CODE SECTIONS**

- moneys, labor, goods, services, or real or personal property taken or obtained is of a value not exceeding four hundred dollars (\$400).
- (e) Any caretaker of an elder or a dependent adult who violates any provision of law proscribing theft, embezzlement, forgery, or fraud, or who violates Section 530.5 proscribing identity theft, with respect to the property or personal identifying information of that elder or dependent adult, is punishable by imprisonment in a county jail not exceeding one year, or in the state prison for two, three, or four years when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value exceeding four hundred dollars (\$400), and by a fine not exceeding one thousand dollars (\$1,000), by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value not exceeding four hundred dollars (\$400).
 - (f) Any person who commits the false imprisonment of an elder or a dependent adult by the use of violence, menace, fraud, or deceit is punishable by imprisonment in the state prison for two, three, or four years.
 - (g) As used in this section, "elder" means any person who is 65 years of age or older.
 - (h) As used in this section, "dependent adult" means any person who is between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age. "Dependent adult" includes any person between the ages of 18 and 64 who is admitted as an inpatient to a 24-hour health facility, as defined in Sections 1250, 1250.2, and 1250.3 of the Health and Safety Code.
 - (i) As used in this section, "caretaker" means any person who has the care, custody, or control of, or who stands in a position of trust with, an elder or a dependent adult.
 - (j) Nothing in this section shall preclude prosecution under both this section and Section 187 or 12022.7 or any other provision of law. However, a person shall not receive an additional term of imprisonment under both paragraphs (2) and (3) of subdivision (b) for any single offense, nor shall a person receive an additional term of imprisonment under both Section 12022.7 and paragraph (2) or (3) of subdivision (b) for any single offense.
 - (k) In any case in which a person is convicted of violating these provisions, the court may require him or her to receive appropriate counseling as a condition of probation. Any defendant ordered to be placed in a counseling program shall be responsible for paying the expense of his or her participation in the counseling program as determined by the court. The court shall take into consideration the ability of the defendant to pay, and no defendant shall be denied probation because of his or her inability to pay.

CALIFORNIA PENAL CODE SECTION 290, SUBDIVISION (c)

(c) The following persons shall be required to register:
Any person who, since July 1, 1944, has been or is hereafter convicted in any court in this state or in any federal or military court of a violation of Section 187 committed in the perpetration, or an attempt to perpetrate, rape or any act punishable under Section 286, 288, 288a, or 289, Section 207 or 209 committed with intent to violate Section 261, 286, 288, 288a, or 289, Section 220, except assault to commit mayhem, Section 243.4, paragraph (1), (2), (3), (4), or (6) of subdivision (a) of Section 261, paragraph (1) of subdivision (a) of Section 262 involving the use of force or violence for which the person is sentenced to the state prison, Section 264.1, 266, or 266c, subdivision (b) of Section 266h, subdivision (b) of Section 266i, Section 266j, 267, 269, 285, 286, 288, 288a, 288.3, 288.4, 288.5, 288.7, 289, or 311.1, subdivision (b), (c), or (d) of Section 311.2, Section 311.3, 311.4, 311.10, 311.11, or 647.6, former Section 647a, subdivision (c) of Section 653f, subdivision 1 or 2 of Section 314, any offense involving lewd or lascivious conduct under Section 272, or any felony violation of Section 288.2; any statutory predecessor that includes all elements of one of the above-mentioned offenses; or any person who since that date has been or is hereafter convicted of the attempt or conspiracy to commit any of the above-mentioned offenses.

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
CALIFORNIA CODE SECTIONS**

CALIFORNIA PENAL CODE SECTION 667.5, SUBDIVISION (c)

- (c) For the purpose of this section, "violent felony" shall mean any of the following:
- (1) Murder or voluntary manslaughter.
 - (2) Mayhem.
 - (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
 - (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
 - (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
 - (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
 - (7) Any felony punishable by death or imprisonment in the state prison for life.
 - (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
 - (9) Any robbery.
 - (10) Arson, in violation of subdivision (a) or (b) of Section 451.
 - (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
 - (12) Attempted murder.
 - (13) A violation of Section 12308, 12309, or 12310.
 - (14) Kidnapping.
 - (15) Assault with the intent to commit a specified felony, in violation of Section 220.
 - (16) Continuous sexual abuse of a child, in violation of Section 288.5.
 - (17) Carjacking, as defined in subdivision (a) of Section 215.
 - (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
 - (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
 - (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
 - (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
 - (22) Any violation of Section 12022.53.
 - (23) A violation of subdivision (b) or (c) of Section 11418. The Legislature finds and declares that these specified crimes merit special consideration when imposing a sentence to display society's condemnation for these extraordinary crimes of violence against the person.

CALIFORNIA PENAL CODE SECTION 1192.7, SUBDIVISION (c)

- (c) As used in this section, "serious felony" means any of the following:
- (1) Murder or voluntary manslaughter; (2) mayhem; (3) rape; (4) sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) lewd or lascivious act on a child under 14 years of age; (7) any felony punishable by death or imprisonment in the state prison for life; (8) any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) attempted murder; (10) assault with intent to commit rape or robbery; (11) assault with a deadly weapon or instrument on a peace officer; (12) assault by a life prisoner on a noninmate; (13) assault with a deadly weapon by an inmate; (14) arson; (15) exploding a destructive device or any explosive

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
CALIFORNIA CODE SECTIONS**

with intent to injure; (16) exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) exploding a destructive device or any explosive with intent to murder; (18) any burglary of the first degree; (19) robbery or bank robbery; (20) kidnapping; (21) holding of a hostage by a person confined in a state prison; (22) attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) any felony in which the defendant personally used a dangerous or deadly weapon; (24) selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 10980, PARAGRAPH (2) OF SUBDIVISIONS (c) AND (g)

(c) Whenever any person has, willfully and knowingly, with the intent to deceive, by means of false statement or representation, or by failing to disclose a material fact, or by impersonation or other fraudulent device, obtained or retained aid under the provisions of this division for himself or herself or for a child not in fact entitled thereto, the person obtaining this aid shall be punished as follows:

(2) If the total amount of the aid obtained or retained is more than nine hundred fifty dollars (\$950), by imprisonment in the state prison for a period of 16 months, two years, or three years, by a fine of not more than five thousand dollars (\$5,000), or by both that imprisonment and fine; or by imprisonment in the county jail for a period of not more than one year, by a fine of not more than one thousand dollars (\$1,000), or by both imprisonment and fine.

(g) Any person who knowingly uses, transfers, sells, purchases, or possesses food stamps, electronically transferred benefits, or authorizations to participate in the federal Supplemental Nutrition Assistance Program in any manner not authorized by Chapter 10 (commencing with Section 18900), of Part 6, or by the federal Food Stamp Act of 1977 (Public Law 95-113 and all amendments thereto) or the Food and Nutrition Act of 2008 (7 U.S.C. Sec. 2011 et seq.)

(2) is guilty of a felony if the face value of the food stamps or the authorizations to participate exceeds nine hundred fifty dollars (\$950), and shall be punished by imprisonment in the state prison for a period of 16 months, two years, or three years, by a fine of not more than five thousand dollars (\$5,000), or by both that imprisonment and fine, or by imprisonment in the county jail for a period of not more than one year, or by a fine of not more than one thousand dollars (\$1,000), or by both imprisonment and fine.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT AGREEMENT

	PROVIDER NUMBER
PROVIDER NAME (FIRST, MIDDLE, LAST)	

1. I attended the required provider enrollment orientation for IHSS providers and I understand and agree to the following:
 - I was given information about being a provider in the IHSS program.
 - I was informed of my responsibilities as an IHSS provider.
 - I was informed of the consequences of committing fraud in the IHSS program.
 - I was given the Medi-Cal toll-free telephone fraud hotline number, 1-800-822-6222 and web site, <http://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx> for reporting suspected fraud or abuse in the IHSS program.

2. I understand the following:
 - The only hours I am allowed to report on my timesheet are the hours I worked providing authorized services for the recipient.
 - By signing my timesheet I am saying that the information I reported on it is true and correct.
 - I must submit my timesheet (signed by both my recipient and me) within two weeks after the end of each pay period. If I submit my timesheet on time, and it is properly completed, I will get paid within 10 days of the day it is received at the timesheet processing facility. If I do not submit my timesheet within two weeks after the end of the pay period, my pay will be delayed.
 - If I am convicted of fraudulently reporting information on my timesheet, in addition to any program or criminal penalties, I may be required to pay back any overpayment I received and to pay civil penalties of at least \$500, and not more than \$1,000, for each act of fraud.

3. I received information regarding the maximum weekly hour and travel time requirements. This information included the following topics:

Overtime Pay

- Beginning February 1, 2016, IHSS providers will get paid overtime (one and a half times the regular pay rate) when they work more than 40 hours in a workweek. The workweek begins at 12:00 a.m. (midnight) on Sunday and ends at 11:59 p.m. on the following Saturday.

PROVIDER NUMBER

What Does My Recipient's "Authorized Weekly Hours" Mean?

My recipient's authorized weekly hours mean his/her monthly authorized hours divided by four. For example, if my recipient is authorized to receive 125 hours of service monthly, my recipient's authorized weekly hours are $125 \div 4 = 31$ hours, 15 minutes.

Maximum Weekly Hours

The maximum weekly hours amount is a guideline that tells me the highest number of hours I can work in a workweek so my recipient can budget his/her service hours in the month to ensure all his/her monthly service hours are received.

- If I work for just one recipient, the maximum hours that I may work in a workweek is my recipient's monthly authorized hours divided by 4. However, since most months are slightly longer than 4 weeks, I will work with my recipient to spread his/her hours throughout the month to make sure he/she has enough hours of service at the end of the month.

For example: There are 31 days in the month of December. If I work for just one recipient, and she receives 100 monthly authorized hours, my maximum weekly hours are 25 hours (100 monthly authorized hours divided by 4). However, since December is actually 4½ weeks, my recipient would need to decide how many hours to take away from each of the first four weeks in order to have enough hours left for the last few days at the end of the month. My recipient could, for example, set up a schedule for me to work 22 hours in each of the first four weeks of December, which would leave her with 12 authorized service hours left over for the final few days of the month ($22 \times 4 = 88$ hours; $88 \text{ hours} + 12 \text{ hours} = 100 \text{ hours}$).

- If I work for just one recipient and he or she has other providers, my recipient must make a work schedule for me and the other providers to determine how many hours each of us will work. My recipient may divide his/her total authorized hours among his/her providers as he/she sees fit.
- If I work for more than one recipient, the maximum number of hours that I may claim in a workweek for all of the time I work for all my recipients combined is 66 hours. **Each of my recipients must make a work schedule for me to determine how many hours I will be working for each of them so I can make sure that I do not work more than 66 hours per workweek.**

Changing the Number of Hours I Work Each Week: What My Recipients Can and Cannot Do

Switching hours

- If my recipient has one or more other providers, I may "switch" some of my hours with another provider in a particular workweek in order to ensure that the recipient

PROVIDER NUMBER _____

receives all the hours to which he or she is entitled for the week. This means that another one of the recipient's providers may work any of my hours while I work any of his/her hours for the particular week. As long as no provider works more than my recipient's weekly authorized hours, this will not cause a violation even if the other provider usually works overtime and I usually don't (so for this one week, I will have overtime).

*If I am asked to work more than **my** maximum weekly hours:*

- If I work for more than one recipient, my recipients cannot ask me to work more than my 66 maximum weekly hours. If a recipient wants me to work more hours and doing so would put me over 66 hours, he/she will have to get another IHSS provider to work those additional hours.
- If I work for only one recipient, my recipient can ask me to work more than my maximum weekly hours. In that case, I would have to make sure to balance out these additional hours by working fewer hours in another week of the month in order to avoid exceeding my recipient's monthly authorized hours.

*If I am asked to work more than **my recipient's** authorized weekly hours:*

- A recipient can authorize me to work more than his/her weekly authorized hours without asking the county for approval as long as the authorization does not cause me to work:
 - More than 40 hours for him/her in a workweek when he/she is authorized 40 hours or less in a workweek; or
 - More overtime hours in the month than I normally would, based on the total overtime I work for all of my recipients.
- If my recipient gets county approval, he/she can authorize me to work more than his/her weekly authorized hours even if it does not meet the above criteria. My recipient may ask for county approval either before or after I work the extra hours.

Limit on Travel Time

- Also beginning February 1, 2016, the maximum amount of time I will be allowed to travel during a workweek is seven hours. Travel time means the time I spend on the same workday traveling directly from one location where I provide authorized services for a recipient to another location where I provide authorized services for a different recipient.
- Travel time will not be counted as part of the maximum weekly hours I can work in a workweek.
- Travel time that occurs after I have worked more than 40 hours in a workweek will be paid at the overtime rate of time and a half.

PROVIDER NUMBER _____

Violations for Going Over Workweek & Travel Time Limits

- Beginning May 1, 2016, if I submit a timesheet reporting hours that go over the maximum weekly hours or travel time limits, I will get a violation.
- Each time I do any of the following, I will get a violation:
 - I work more than 40 hours in a workweek for a recipient without the recipient getting approval from the county (when the recipient is authorized to receive 40 hours or less per workweek); or
 - I work more hours than my recipient is authorized to receive in a workweek without getting approval by the county, and this causes me to work more overtime hours in the month than I normally would; or
 - I work for multiple recipients and I work more than 66 hours in a workweek; or
 - I claim more than seven hours travel time in a workweek.
- If I get more than one violation during a particular month, it will only count as one violation.

For each violation I receive, there will be a consequence:

First Violation	<ul style="list-style-type: none"> • My recipient(s) and I will get a notice of the violation with appeal rights information.
Second Violation	<ul style="list-style-type: none"> • My recipient(s) and I will get a notice of the second violation with appeal rights information, and I will have the choice of completing a one-time training about the workweek and travel time limits. If I choose to complete this training, I will avoid getting a second violation. However, <u>if I choose not to complete the training</u> within 14 calendar days of the date of my notice, I <u>will</u> get a second violation.
Third Violation	<ul style="list-style-type: none"> • My recipient(s) and I will get a notice of the third violation with appeal rights information. • I will be <u>suspended</u> as a provider with the IHSS program for <u>three months</u>.
Fourth Violation	<ul style="list-style-type: none"> • My recipient(s) and I will get a notice of the fourth violation with appeal rights information. • I will be <u>terminated</u> as a provider with the IHSS program for <u>one year</u>.

PROVIDER NUMBER _____

- Once I have received a violation, the violation will remain on my record. However, after one year, if I do not receive another violation, the number of violations I have received will be reduced by one. As long as I do not receive any additional violations, each year after the last violation, my number of violations will be reduced by one.
 - If I receive a fourth violation and I am terminated as a provider for one year, when the year is up and I apply again to be an IHSS provider, my violations count will be reset to zero.
 - If I am terminated as an IHSS provider because I get multiple violations, I can reapply to be an IHSS provider when the one year termination ends and I will have to complete all of the provider enrollment requirements again, including the criminal background check, the provider orientation, and completing all required forms before I can be reinstated.
4. I understand that I am required to complete the Employment and Eligibility Verification form (Form I-9), which is kept on file by the recipient. That form states that I have the legal right to work in the United States.
 5. I understand that I have the option to submit an Employee's Withholding Allowance Certification (Form W-4) to request federal income tax withholding and/or California Employee's Withholding Allowance Certification (Form DE 4) to request state income tax withholding from my wages. I understand that if I do not submit Form W-4 and/or DE 4, federal and state income taxes will not be withheld from my wages.
 6. I understand that authorized IHSS services cannot be performed when the recipient is away from his/her home unless my recipient gets approval for such services from his/her social worker.
 7. I understand that, in the future, I will receive the IHSS Program Notification Of Recipient Authorized Hours and Services and Maximum Weekly Hours (SOC 2271), that names my recipient(s) and the services I am authorized to perform for each recipient to whom I provide services.
 8. I will cooperate with state or county staff to provide requested information related to the evaluation of a recipient's IHSS case.

PROVIDER NUMBER

I UNDERSTAND THE IHSS PROGRAM RULES EXPLAINED AT THE PROVIDER ORIENTATION OR INFORMATION GIVEN TO ME BY THE COUNTY IHSS OFFICE. I ACCEPT THE RESPONSIBILITY TO FOLLOW THE INFORMATION PROVIDED BY THE COUNTY. I UNDERSTAND THAT MY FAILURE TO FOLLOW THE REQUIREMENTS PROVIDED TO ME MAY RESULT IN MY TERMINATION AS AN IHSS PROVIDER.

IHSS PROVIDER'S SIGNATURE

DATE

PROVIDER NAME (FIRST MIDDLE LAST)

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO APPLICANT PROVIDER OF PROVIDER INELIGIBILITY
TIER I CRIMES (ELDER OR DEPENDENT ADULT ABUSE/CHILD ABUSE & FRAUD AGAINST A
GOVERNMENT HEALTH CARE OF SUPPORTIVE SERVICES PROGRAM)
[WELFARE & INSTITUTIONS CODE SECTION 12305.81]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

Due to a criminal conviction, the county/Public Authority/Non-Profit Consortium has denied your eligibility to be an IHSS provider and to receive payment from the IHSS program for providing services.

- As part of the provider enrollment process, you submitted fingerprints for a California Department of Justice criminal background check. The background check showed that you had been convicted of a crime(s) that makes you ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare and Institutions Code (W&IC), Section 12305.81.
- The county/Public Authority/Non-Profit Consortium has learned that you have been convicted of a crime(s) that makes you ineligible to be employed as an IHSS provider or to receive payment from the IHSS program for providing services based on Welfare and Institutions Code (W&IC), Section 12305.81. The conviction has been verified through court documents.

The crime(s) which disqualified you is/are listed below:

The recipient who has chosen to hire you has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

If you disagree with this determination, the enclosed SOC 856 form, "To Request Appeal of Provider Enrollment Denial," explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this letter.

If you believe the information provided to the county/Public Authority/Non-Profit Consortium IHSS office is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849, or the court clerk for the Superior Court of the County of _____ to determine the source of the information and to correct the information contained in the court documents or your criminal background check.

If you have any questions about this letter, you may call _____ .

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO APPLICANT PROVIDER OF PROVIDER INELIGIBILITY
TIER 2 CRIMES (SERIOUS/VIOLENT FELONIES; SEX OFFENDER FELONIES;
FRAUD AGAINST GOVERNMENT AGENCIES)
[WELFARE & INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)

COUNTY OF: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

The county/Public Authority/Non-Profit Consortium has denied your eligibility to be enrolled as an IHSS provider and to receive payment from the IHSS program for providing services.

As part of the provider enrollment process, you submitted fingerprints for a California Department of Justice criminal background check. The background check showed that you had been convicted of a crime(s) that makes you ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare & Institutions Code, Section 12305.87. The crime(s) which disqualified you is/are listed below:

The recipient has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

If you disagree with this determination, the enclosed SOC 856 form, "To Request Appeal of Provider Enrollment Denial," explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this letter.

SOC 852A (5/16)

PAGE 1 OF 2

If you believe the information provided by the California Department of Justice is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849 to correct the information contained in your criminal background check.

Even though you have been convicted of the crime(s) listed on page 1, an IHSS recipient can choose to submit to the county a completed SOC 862 form, "IHSS Recipient Request for Provider Waiver," which would allow you to work as an IHSS provider and to receive payment from the IHSS program for providing services to that recipient only and only in the county in which the SOC 862 is filed.

You may also apply for a general exception that would allow you to work as an IHSS provider for multiple recipients and to receive payment from the IHSS program. Please read the enclosed SOC 863 form, "IHSS Applicant Provider Request for General Exception," on how to request a general exception and how to complete the general exception form.

If you have any questions about this letter, you may call the IHSS Office at the telephone number listed at the top of the previous page.

TO REQUEST APPEAL OF PROVIDER ENROLLMENT DENIAL:

- This request for appeal must be received within sixty (60) calendar days of the date of the notice informing you that the county has denied your eligibility to serve as an IHSS provider.
- Fill out and sign the second page of this form.
- Provide a copy of your notice from the county denying your eligibility.
- Provide any supporting documentation for your appeal request. You may provide, for example, certified court documents.
- Make a copy of the front and back of this page for your records.
- Send this page to:

California Department of Social Services
Policy and Litigation Branch, Litigation and Appeals Bureau
Attn: PEAU, MS 9-9-04
PO Box 944243
Sacramento, CA 94244-2430

- The California Department of Social Services (CDSS), IHSS Provider Enrollment Appeals Unit (PEAU), will review the information contained with this request (including both information you provided and all information provided by the county/Public Authority/ Non-Profit Consortium) to make the decision regarding your eligibility. Upon completion of this review of all materials, the PEAU will make a determination of eligibility.
- If you have any questions, call the CDSS PEAU at (916) 651-3488.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO PROVIDER OF PROVIDER INELIGIBILITY
TIER I CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.81]
(ADDRESSEE)**

County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Provider

Effective twenty (20) days from the date of this notice, you are no longer eligible to receive payment from the IHSS program for providing services to your current recipient or to any other person. If you have already begun providing services to your current recipient, you can only be paid for services you provide through _____.

Since your initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through certified court documents or through a criminal background check that you have been convicted of a crime(s) that makes you ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.81. The crime(s) which disqualified you is/are shown below:

The recipient has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

If you disagree with this decision, the enclosed form explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this notice.

If you believe the information provided to the county/Public Authority/Non-Profit Consortium IHSS office is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849, or the court clerk for the Superior Court of the County of _____ to determine the source of the information and to correct the information contained in the court documents or your criminal background check.

If you have any questions about this notice, you may call _____.

SOC 858A (1/11)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO PROVIDER OF PROVIDER INELIGIBILITY
TIER 2 CRIMES INELIGIBILITY—SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)

COUNTY OF: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Provider

Effective twenty (20) days from the date of this notice, you are no longer eligible to receive payment from the IHSS program for providing services to your current recipient or to any other person. If you have already begun providing services to your current recipient, you can only be paid for services you provide through _____.

Here's why you are no longer eligible to serve as an IHSS provider:

Since your initial enrollment, the county/public authority/non-profit consortium has learned through a criminal background check that you have been convicted of a crime(s) that makes you ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.87. The crime(s) which disqualified you is/are shown below:

The recipient has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

Even though you have been convicted of the crime(s) listed above, an IHSS recipient can choose to submit to the county a completed SOC 862 form, "IHSS Recipient Request for Provider Waiver," which would allow you to work as an IHSS provider and to receive payment from the IHSS program for providing services to that recipient only and only in the county in which the SOC 862 is filed.

SOC 858B (5/16)

PAGE 1 OF 2

You may also apply for a general exception that would allow you to work as an IHSS provider for multiple recipients and to receive payment from the IHSS program. Please read the enclosed SOC 863 form, "IHSS Applicant Provider Request for General Exception," on how to request a general exception and how to complete the general exception form.

If you disagree with this decision, the enclosed form explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this letter.

If you believe the information provided to the county/public authority/non-profit consortium IHSS office is incorrect, you must contact the California Department of Justice or the court clerk for the Superior Court of the County of _____ to determine the source of the information and to correct the information contained in the court documents or your criminal background check.

If you have any questions about this letter, you may call the IHSS office telephone number listed at the top of the previous page.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

**IN-HOME SUPPORTIVE SERVICES (IHSS)
RECIPIENT REQUEST FOR ASSIGNMENT OF
AUTHORIZED HOURS TO PROVIDERS**

IHSS RECIPIENT CASE NUMBER

RECIPIENT NAME (FIRST MIDDLE LAST)

PROVIDER NAME (FIRST MIDDLE LAST) PROVIDER IDENTIFICATION NUMBER HOURS ASSIGNED PER MONTH

I understand that by completing and submitting this form to the county In-Home Supportive Services (IHSS) program, I am requesting the IHSS program to assign the indicated number of my authorized hours to the named provider. I further understand that by making this request, my provider's timesheets will NOT be processed for more than the hours I have requested be assigned to him/her on this form. This request will remain in effect until I submit a new request form to the county IHSS program.

RECIPIENT SIGNATURE DATE

AUTHORIZED REPRESENTATIVE (IF RECIPIENT CANNOT SIGN ON THEIR OWN BEHALF) RELATIONSHIP TO RECIPIENT TELEPHONE NUMBER

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

PROVIDER SIGNATURE DATE

COUNTY USE ONLY

COMMENTS

SOCIAL WORKER NAME (FIRST MIDDLE LAST) SOCIAL WORKER IDENTIFICATION NUMBER

SOC 838 (10/12)

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

To request a general exception, you must submit the items listed on this form to the address listed on Page 3 within forty-five (45) calendar days of the date of your denial notice. If you request a general exception, it may take at least seventy-five (75) calendar days to process after a complete exception request and the applicant's criminal offender record information (CORI) are received by the California Department of Social Services (CDSS) Caregiver Background Check Bureau (CBCB). Once all the documents are received, you will receive a written notice stating whether the request has been approved or denied. **You cannot be paid by the IHSS program for any work performed for an IHSS recipient until the general exception request has been approved. (Please note that, if you are currently working for an IHSS recipient because that recipient completed the individual waiver process to hire you, you may continue to work for that recipient.)**

I, _____, am requesting a general exception to become an IHSS provider and work for any IHSS recipient who wishes to hire me. I understand that, at this time, I am denied eligibility to work as an IHSS provider, due to felony criminal conviction(s) listed on my CORI.

I am providing this information for the CBCB to evaluate my request for a general exception:

Applicant Provider Name: _____

Mailing Address: _____

Phone Number: _____

The CBCB will consider the following factors when considering whether to grant the general exception:

- A. The nature and seriousness of the crime(s) and the connection to the duties and responsibilities of an IHSS provider.
- B. Your activities since conviction, including (but not limited to) your employment, participation in therapy education, or community service that would show your changed behavior.
- C. The number of convictions and the time that has passed since the conviction(s).
- D. The extent to which you have met the terms of parole, probation, restitution, or other penalty imposed on you.
- E. Any evidence of rehabilitation that you have submitted. This includes character references submitted by others on your behalf.
- F. Your employment history and current or past employer recommendations. Additional consideration will be given to an employer recommendation from a person who has received in the past or wants to receive personal care services from you.
- G. Information about your involvement in the previous crimes(s) that would explain why it is unlikely you would repeat such an offense.
- H. The Governor's full and unconditional pardon that was granted to you.

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

Based on the CBCB factors A through H listed on the previous page, applicant providers must enclose all of the following with this form:

1. A copy of the denial notice (SOC 852A) stating your ineligibility to be an IHSS provider.
2. A copy of form SOC 426 (IHSS Program Provider Enrollment Form), which you previously completed and submitted to the county.
3. Documentation (Minute Order, Court-Issued Judgment of Conviction, or a letter from the Probation Department) showing that your current or last probation period was informal, if applicable.
4. A description of, and verification if available of, any completed training, classes, treatment, counseling, or community service activities that would indicate rehabilitation or changed behavior. Provide verification of completion (for example, certificates or diplomas), if applicable.
5. Evidence of an official pardon by the Governor, if applicable.
6. Employment history for the last 10 years.
7. Copies of all police reports involving the disqualifying crime(s) for which you were convicted or a letter from law enforcement stating that a report no longer exists.
8. Three (3) signed character reference statements that include the following information:
 - a. How long the person has known you
 - b. How the person knows you (this could be a description of how this person came to know you)
 - c. A statement of the person's opinion of your character
 - d. A description of any interaction between you and a person who is elderly, blind, or disabled who you have assisted
 - e. Other comments that would help describe your desire to work as an IHSS provider

The reference statements must be obtained and dated after the date of your denial notice. They may be completed by current or former employers or other persons you choose. You are limited to one reference from a family member.

9. A signed personal statement including the following information:
 - A. A description of the events surrounding the disqualifying crime(s) for which you were convicted, including what happened, why it happened, how it happened, description of the victim (if known, gender, approximate age, physical characteristics, relationship to victim), and other relevant information about the disqualifying crime(s) or any other conviction(s). The CBCB may compare your statement with police reports and court documents.

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

AND

- B. A description of what you have done since the conviction(s) to ensure you will not be involved in any criminal activity again.

Send this form and all requested documentation within forty-five (45) calendar days from the date of your denial notice to the following address:

California Department of Social Services
Caregiver Background Check Bureau
744 P Street, MS 9-15-65
Sacramento, CA 95814

You must notify the CDSS within ten (10) calendar days of any change to your address or telephone number at the contact information listed above.

Signature of Applicant Provider

Print Name

Date



STATE OF CALIFORNIA
BCIA 8302
(Orig. 03/2006, Rev. 02/2017)

PRINT **RESET**

DEPARTMENT OF JUSTICE
PAGE 1 of 2

**NO LONGER INTERESTED (NLI) NOTIFICATION
(FOR NON-DEPARTMENT OF JUSTICE APPLICANTS)**

California Penal Code section 11105.2(d) states, in part, that any agency which submits the fingerprints of applicants for employment or approval to the Department of Justice (DOJ) for the purpose of establishing a record of the applicant to receive notification of subsequent arrests, shall immediately notify the department when employment is terminated or the applicant is not hired.

It is the responsibility of the hiring/approving authority to notify the DOJ, Bureau of Criminal Information and Analysis when employment has been terminated or when an applicant or volunteer is not actually retained to the position for which they applied.

STEP I - APPLICANT INFORMATION (Please type or print in ink)		
FULL NAME (MANDATORY):		
LAST	FIRST	MIDDLE
ALIASES (MAIDEN NAME, AKAs)		
LAST	FIRST	MIDDLE
GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	DATE OF BIRTH (MANDATORY)	CII NUMBER
APPLICATION TYPE (MANDATORY)		
Specific to requesting agency (i.e., credentialed, classified, volunteer, non-sworn, license, permit, peace officer, etc.)		

STEP II - AGENCY INFORMATION	
AGENCY NAME AND ADDRESS (MANDATORY)	AGENCY ORI (MANDATORY)
CONTACT PERSON	

* FORM MUST BE FILLED OUT COMPLETELY TO ENSURE TIMELY PROCESSING.

CONTACT INFORMATION
<p>For questions about this form, you may contact the DOJ by email at NLI@doj.ca.gov. Forms must be mailed or faxed to:</p> <p style="text-align: center;">California Department of Justice Bureau of Criminal Information and Analysis Quality Update & Expedite Section P.O. Box 903417 Sacramento, CA 94203-4170 Fax (916) 227-4722</p>



STATE OF CALIFORNIA
BCIA 8302
(Orig. 03/2006; Rev. 02/2017)

DEPARTMENT OF JUSTICE
PAGE 2 of 2

**NO LONGER INTERESTED (NLI) NOTIFICATION
(FOR NON-DEPARTMENT OF JUSTICE APPLICANTS)**

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice collects the information requested on this form as authorized by Penal Code section 11105.2(d). The CJIS Division uses this information to terminate any further notifications of subsequent arrests to a hiring/approving authority when employment is terminated or the applicant is not hired. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The Department of Justice's general privacy policy is available at: <http://oag.ca.gov/privacy-policy>.

Providing Personal Information. All the personal information requested in the form must be provided.

Access to Your Information. You may review the records maintained by the CJIS Division in the Department of Justice that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to terminate any further notifications of subsequent arrests to a hiring/approving authority when employment is terminated or the applicant is not hired, we may need to share the information you give us with other government agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the Criminal Offender Record Program manager by email at NLI@doj.ca.gov or via mail at:

California Department of Justice
Bureau of Criminal Information and Analysis
Quality Update & Expedite Section
P.O. Box 903417
Sacramento, CA 94203-4170

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
INDIVIDUALIZED BACK-UP PLAN AND RISK ASSESSMENT**

SECTION 1 – RECIPIENT’S INFORMATION

RECIPIENT'S NAME:	CASE NUMBER:
-------------------	--------------

INDIVIDUALIZED BACK-UP PLAN

SECTION 2 – SUPPORT CONTACTS

If you need non-emergency assistance, and/or your IHSS care provider has not arrived as scheduled, call:

	Name	Phone
Family Member:		
Friend/Neighbor:		
County Social Services Worker:		
County IHSS Social Services Office:		
Public Authority:		
Other:		

Other important numbers available to you, if needed:

Doctor's Office:		
Advocacy Group(s):		
Police Department:		
Fire Department:		
Other:		

If you need to report abuse, fraud and/or neglect, call:

Adult Protective Services:	
Child Protective Services:	
Deaf or Hard of Hearing Resource Hotline:	(916) 558-5670
Fraud & Elder Abuse Hotline:	(800) 722-0432
Medi-Cal Fraud Hotline:	(800) 822-6222
Social Security Administration Fraud Hotline:	(800) 269-0271

If you have an emergency, call: 911
An emergency is an immediate threat to your health, welfare and/or safety.

Distribution: Original/Case File Copy/Recipient
Page 1 of 4

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
INDIVIDUALIZED BACK-UP PLAN AND RISK ASSESSMENT**

RECIPIENT'S NAME:

CASE NUMBER:

RISK ASSESSMENT

SECTION 3 – GENERAL RISK ASSESSMENT

A. IHSS Assessment

During this IHSS assessment process, you and your social worker identified risks based on those personal care and domestic and related services for which you may need assistance. Assistance may be met through IHSS or with other formal or informal services.

B. Additional Risk Areas

The following are additional risk areas that you and your social worker discussed that may be outside the scope of the IHSS program (check all that apply):

	Comments
<p>B1. Living Arrangements</p> <p><input type="checkbox"/> Lives with others who may assist</p> <p><input type="checkbox"/> Lives alone, relatives/friends nearby who may assist</p> <p><input type="checkbox"/> Lives alone, no relatives/friends nearby</p>	
<p>B2. Evacuation/Environmental Factors</p> <p><input type="checkbox"/> Can evacuate independently</p> <p><input type="checkbox"/> Can evacuate, but only with supervision/verbal direction</p> <p><input type="checkbox"/> Needs physical assistance to evacuate home in an emergency</p> <p><input type="checkbox"/> Able to access food/water independently</p> <p><input type="checkbox"/> Aware of emergency or crisis numbers/contacts</p> <p><input type="checkbox"/> Able to control lights, heat, cooling or other utilities</p>	
<p>B3. Communication</p> <p><input type="checkbox"/> Communicates without difficulty</p> <p><input type="checkbox"/> Hearing impairment, communication limited</p> <p><input type="checkbox"/> Speech impairment, communication limited</p> <p><input type="checkbox"/> Can speak or hear with the use of assistive device(s) Assistive device(s): _____</p> <p><input type="checkbox"/> Able to place and receive calls independently</p> <p><input type="checkbox"/> Can use telephone only with assistive device(s) Assistive device(s): _____</p>	

SECTION 4 – DISASTER PREPAREDNESS

In preparation for a disaster, such as hot and cold weather emergencies, fires, floods, and earthquakes, you and your social worker discussed the following:

- Your individual health needs that will be listed in the County's Disaster Preparedness Assessment Plan (if utilized by your county).

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SOC 884 (3/11)

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
INDIVIDUALIZED BACK-UP PLAN AND RISK ASSESSMENT**

RECIPIENT'S NAME:

CASE NUMBER:

AGREEMENT AND SIGNATURES

SECTION 5 – AGREEMENT AND SIGNATURES

By signing below, you, your social worker, and any other individual(s) you have chosen to be involved in this process, are confirming you discussed and agree with the information contained in this Individualized Back-Up Plan and Risk Assessment.

Recipient

Signature: _____ Date: _____

County Staff

Signature: _____ Date: _____

Print Name and Title: _____

Authorized Representative

Signature: _____ Date: _____

Print Name and Relationship: _____

Other

Signature: _____ Date: _____

Print Name and Relationship: _____

In the event there have been no changes in the Individualized Back-Up Plan and Risk Assessment from the prior year, the Recipient/Social Worker can sign below confirming no change.

Recipient /Authorized Representative

Signature: _____ Date: _____

County Staff

Signature: _____ Date: _____

Print Name and Title: _____

Distribution:

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Page 3 of 4

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SOC 884 (8/11)

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
INDIVIDUALIZED BACK-UP PLAN AND RISK ASSESSMENT**

RECIPIENT'S NAME:

CASE NUMBER:

INSTRUCTIONS

Use this form to work with the recipient to allow him/her independence and choice in decisions related to his/her Individualized Back-Up Plan and Risk Assessment.

Ensure that discussion and negotiation occurs between the social worker, the recipient, and any others whom the recipient wants involved while working through this process. **After completion, a copy of the Individualized Back-Up Plan and Risk Assessment shall be provided to the recipient. The original form shall be filed in the recipient's case file. Social worker shall encourage the recipient to post page 1 in an easily accessible area.**

SECTION 1: Fill in the recipient's name, and case number. This information will need to be added to each page until CMIPS II can auto-fill.

SECTION 2: Through discussion with the recipient/others involved in the development of this plan, fill in the recipient's choices and preferences of back-up contacts, as well as other important numbers identified, if needed. Discuss abuse, fraud and neglect with the recipient, the process to report abuse, fraud and neglect, and include the local APS/CPS numbers in their area. Reinforce with the recipient to call 911 if he/she has an emergency.

SECTION 3A: If assistance will be met through other formal or informal services, complete the SOC 450, Voluntary Services Certification, as needed. Identified risks may be mitigated through the authorization of hours in the service plan. If the recipient refuses any service, clearly document the service refused and the identified risks, and that the recipient elects to assume the risks associated with not receiving the service.

SECTION 3B: Also, discuss with the recipient additional risk areas that could be mitigated or improved through discussion and planning (Back-Up Plan).

SECTION 4: Discuss disaster preparedness with the recipient/others involved in the development of the plan. Include a discussion of how individual health needs may be addressed in the event of a disaster.

Section 5: With the recipient's/others' participation, review all sections verifying that each area was discussed during the process. Ensure that all appropriate individuals sign the form to confirm agreement with the information on the form.

Comments/Notes:

Distribution:

Original/Case File
Page 4 of 4

Copy/Recipient

SOC 884 (3/11)

MONTHLY MANAGEMENT REPORT
REPORT MONTH: _____

I. REGISTRY SERVICES	Previous Month	Report Month	YTD
A. Total number of Registry Recipients			
B. Total number of Registry Providers			
C. Total Number Information Requests (for Registry Services)			
a. Info Requests from Recipients			
b. Info Requests from Applicant Providers/Providers			
c. Info Requests from Others			
D. Registry Orientations Held			
a. Recipients in attendance			
b. Applicant Providers/Providers in attendance			
E. Total number of applications received for Registry Services			
a. Number of Recipient Applications			
b. Number of Provider Applications			
F. Total number of applications approved for the Registry			
a. Number of Recipient Applications Approved			
b. Number of Provider Applications Approved			
G. Total number of applications denied for the Registry			
a. Number of Recipient Applications Denied			
b. Number of Provider Applications Denied			
H. Total number of requests for Registry Listings of Providers			
a. Number of verified Recipient/Provider matches			
b. Calls to recipients regarding hiring status (by registry staff)			

II. Toll-Free Number Calls	Previous Month	Report Month	YTD
A. Total Number of Calls (Registry) (877) 565-4477			
a. Calls answered by a live Customer Service Agent			
b. Calls not answered by a Customer Service Agent			
c. Registry Service Callers who left a message			
d. Voice messages returned (called back)			
i. Within 48 hours			
ii. Past 48 hours			
e. Calls made by staff for further information and/or assistance			
f. Inquiries regarding Social Worker/Provider Clerk information			
g. Requests for assistance completing forms/documents			
h. Total Complaints Calls			
i. Complaints against provider			
ii. Complaints against recipient			
iii. Complaints about Social Workers/provider clerk			

MONTHLY MANAGEMENT REPORT
REPORT MONTH: _____

B. Total Number of Calls (BUAP) (877) 287-6789			
a. Calls answered by a live Customer Service Agent			
b. Calls not answered by a Customer Service Agent			
c. BUAP callers who left a message			
d. Voice messages returned (called back)			
i. Within 24 hours			
ii. Past 48 hours			
e. Calls made by staff for further information and/or assistance			
f. Total Complaint Calls			
i. Complaints against provider			
ii. Complaints against recipient			
iii. Calls regarding BUAP payment issues			
C. Total Number of Calls (Health Plan) (855) 727-2756			
a. Calls answered by a live Customer Service Agent			
b. Calls not answered by a Customer Service Agent			
c. Health Plan callers who left a message			
d. Voice messages returned (called back)			
i. Within 24 hours			
ii. Past 48 hours			
e. Calls made by staff for further information and/or assistance			

III. ONLINE HOMECARE REGISTRY	Previous Month	Report Month	YTD
A. Total Number of Inquiries Received for Provider Job Bank			
B. Total Number of Inquiries Received for Recipient Job Bank			
C. Total Number of Matches made through Provider/Recipient Job Bank			

IV. TRAININGS	Previous Month	Report Month	YTD
A. Total Number of Trainings Facilitated			
a. Recipient Trainings			
b. Provider Trainings			
B. Total Number of In-Person Trainings Facilitated			
a. Number of Recipients in Attendance			
b. Number of Providers in Attendance			
C. Total Number of Virtual Trainings Facilitated			
a. Number of Recipients in Attendance			
b. Number of Providers in Attendance			
D. Total Number of Recipients Trained			
E. Total Number of Providers Trained			

MONTHLY MANAGEMENT REPORT
REPORT MONTH: _____

V. New Provider Enrollment Requirements (NPER)	Previous Month	Report Month	YTD
A. Total number of requests for information			
i. Number of consumer calls			
ii. Number of prospective provider calls			
B. Total number of Criminal Background Investigation (CBI) packets delivered to DPSS			
C. Total number of CBI packets issued by PASC			
D. Number of providers who Passed CBI procedures during period of report			
E. Number of providers who Failed CBI procedures during period of report			
i. Number of Tier I Convictions			
ii. Number of Tier II Convictions			
F. Number of Subsequent Arrest/Conviction Notifications Reviewed during the report month			
G. CBI transactions delayed by DOJ over 30 days			
H. Number of requests submitted to DOJ for No Longer Interested (NLI) Notifications (BCIA 8302)			

VI. HEALTH CARE BENEFITS MANAGEMENT	Previous Month	Report Month	YTD
A. Number of Providers Eligible to Enroll			
B. Total Providers Enrolled			
a. Number of providers enrolled in the report month			
b. Number of providers terminated from Health Plan in the report month			
C. Total Number of Provider Applications to the Health Plan			
a. Applications Approved for Health Plan			
b. Applications Denied for Health Plan			
D. Number of Providers that Paid Monthly Premium			
E. Number of Eligible Enrolled IHSS Providers who:			
a. Are no longer authorized to work as an IHSS Provider			
b. Who continue to be authorized to work but not meet minimum hour threshold.			
c. Are not paying their \$1.00 premium			

MONTHLY MANAGEMENT REPORT
REPORT MONTH: _____

F. Number of Providers Terminated in Report Month			
G. Number of Health Plan Inquiries Received			
H. Number of Cobra Enrollees			
a. Number of individuals who applied in the month			
b. Number of individuals who qualified			
c. Number of individuals receiving benefits			

VII. BACK-UP ATTENDANT PROGRAM (BUAP)	Previous Month	Report Month	YTD
A. Number of Recipient Registered for BUAP			
B. Number of "Ready to Work" BUAP Providers			
C. Number of requests for information/application			
D. Number of BUAP Registry Applicants			
a. Recipients			
b. Providers			
E. Number of BUAP Orientations Held			
a. Number of Providers in Attendance			
F. Number of Applications Approved			
a. Recipients			
b. Providers			
G. Number Applications Denied			
a. Recipients			
b. Providers			
H. Number Requests for BUAP Services			
a. Number of Requests Filled			
b. Requests Cancelled			
c. Denied Requests			
d. Unfilled Requests			
e. Provider No-Show			
f. Request due to the Provider using Sick Leave (After July 1, 2018)			
I. Timeframes of Requests			
a. Same Day			
i. Same Day Requests due to Provider using Sick Leave (After July 1, 2018)			
b. One-Day advance			
c. Two-Three Day advance			
d. Four Day or more advance			
e. Over the weekend			
f. Weekdays			
g. Holidays			
h. Normal Business Hours (8 a.m. to 5 p.m.)			
i. Outside of Business Hours (5:01 p.m. to 7:59 a.m.)			

MONTHLY MANAGEMENT REPORT
REPORT MONTH: _____

J. BUAP Usage			
a. Total BUAP Hours Utilized			
b. Average Hours Utilized (per request)			

VIII. ADMINISTRATIVE	Previous Month	Report Month	YTD
A. Number of Adult Protective Services Referrals Submitted			

IX. STAFFING	Previous Month	Report Month
A. Total Number of Staff		
B. Number of Registry Staff		
C. Number of Programs Staff		
D. Number of Health Plan Staff		
E. Number of Administrative Staff		
F. Total number of PASC temporary staff		
G. Personnel Issues		

X. SUB-CONTRACTS	Previous Month	Report Month
A. Number of Sub-contracts		
B. Sub-Contract Monitoring Reports		

XI. MEETINGS			
Date	Meeting Title	Location/Address	Issue/Topic

XII. TRAININGS			
Location/Address	Topic	Number of Recipients	Number of Providers

MONTHLY MANAGEMENT REPORT
REPORT MONTH: _____

XIII. REGISTRY ORIENTATION				
Date	Time	Location/Address	Number of Recipients	Number of Providers
Total				

XIV. BUAP ORIENTATION				
Date	Time	Location/Address	Number of Recipients	Number of Providers
Total				

I. PROVIDER RECRUITMENT MEETINGS:				
Date	Time	Location/Address	Number in Attendance	Number of Providers Recruited
Total				

EXHIBIT B
BUDGET

CONTRACTOR’S NON-DISCRIMINATION IN-SERVICE 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 American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER’S CERTIFICATION

(Circle one)

- 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. Yes No
- 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. Yes No
- 3. Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. Yes No

Authorized Official’s Printed Name and Title

Authorized Official’s Signature

Date

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for:	Services:	

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or Amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or Amended Contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an Awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or Amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following Contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
 - 3. A purchase made through a State or Federal Contract;
 - 4. A Contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a Master Agreement, where the Contractor was certified at the time the Master Agreement was entered into and at any subsequent renewal, extension and/or Amendment to the Master Agreement;

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Authorized Official's Printed Name

Authorized Official Title

Authorized Official's Signature

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Contractor's 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.

 Authorized Official's Signature

 Date

 Authorized Official's Name and Title

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: **PASC** Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Authorized Official Signature: _____

Date: ____/____/____

Authorized Official Name: _____

Authorized Official Title: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: **PASC** Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

Authorized Official Signature: _____

Date: ____/____/____

Authorized Official Name: _____

Authorized Official Title: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: **PASC** Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

Authorized Official Signature: _____

Date: ____/____/____

Authorized Official Name: _____

Authorized Official Title: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is accepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of “Contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**Dominant in its field of operation**” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

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)

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

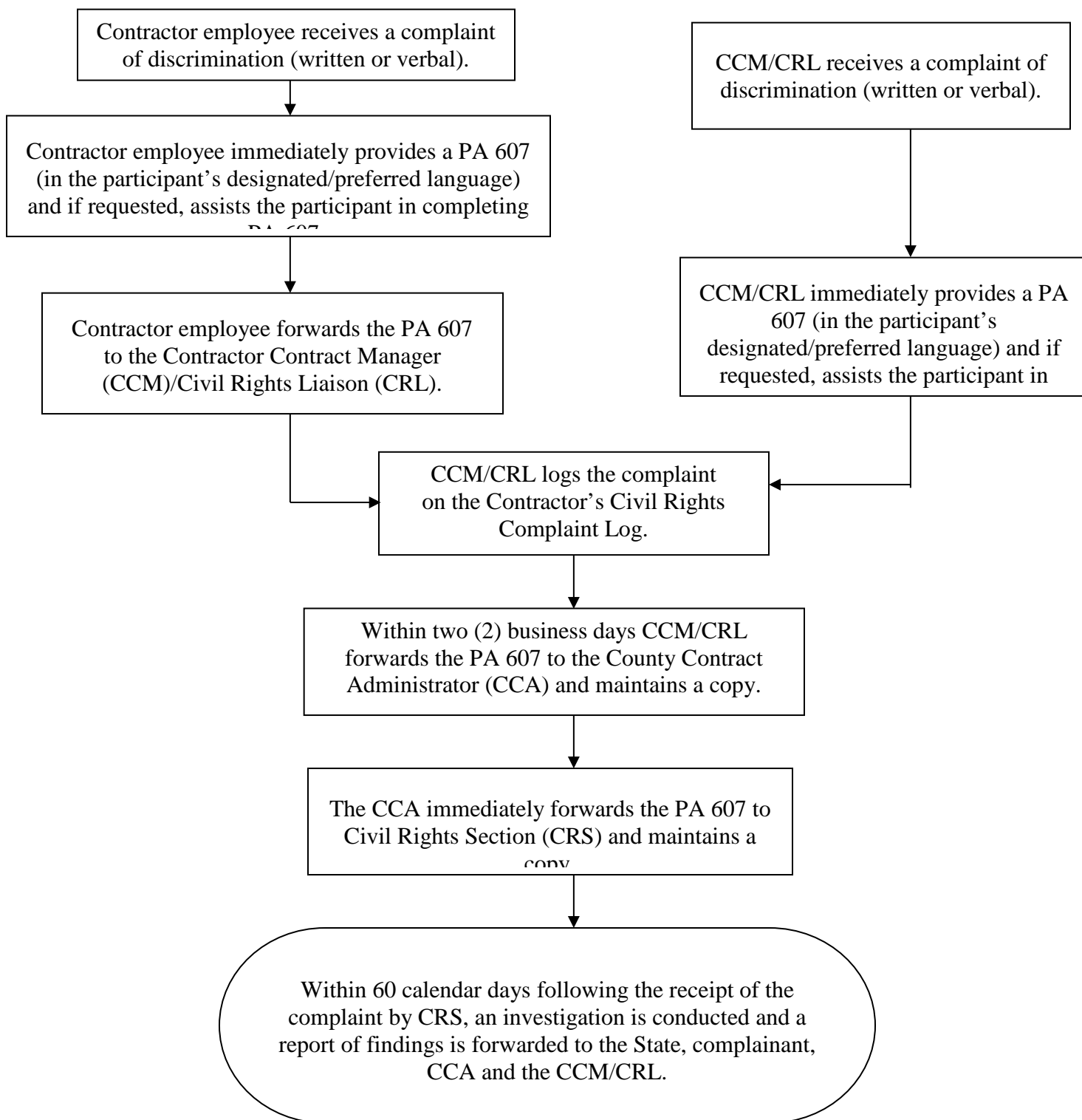
- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR PROCESS CIVIL RIGHTS COMPLAINT FLOWCHART



CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91745

CASE NAME: []

CASE NUMBER: []

I, _____, hereby file this complaint of discriminatory treatment and request that an investigation be conducted.
(Please print your name)

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination reasons: RACE, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL AFFILIATION, DISABILITY, RELIGION, AGE, SEXUAL ORIENTATION, ETHNIC GROUP IDENTIFICATION, SEX, COLOR, DOMESTIC PARTNERSHIP.

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

CONSENT GRANTED - By initialing this option, the Department of Public Social Services, Civil Rights Section, is authorized to reveal my identity and other personal information to persons at the organization or institution under investigation and to Federal and State agencies in accordance with applicable federal and State laws and regulations, and to receive material and information including, but not limited to, applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

CONSENT DENIED - I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint will not be investigated as a result of my refusal to give my consent for the release of this information.

(SIGNATURE) _____ (DATE) _____ ADDRESS: _____ TELEPHONE: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PASC

CONTRACT NO: _____

CONTRACTOR'S SENIOR EXECUTIVE:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S CONTRACT MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

COUNTY'S ADMINISTRATION**CONTRACT NO.** _____**COUNTY PROJECT DIRECTOR:**

Name: Nereen Guirguis
Title: Section Head, Contract Management Section IV
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3530
Facsimile: (562) 908-0590
E-Mail Address: nereenguirguis@dpss.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ruben Egoyan
Title: Administrative Services Manager II
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3557
Facsimile: (562) 908-0590
E-Mail Address: rubenegoyan@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Latrice Jordan
Title: County Contract Administrator
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3572
Facsimile: (562) 908-0590
E-Mail Address: latricejordan@dpss.lacounty.gov

CONTRACT PROGRAM MONITOR):

Name: Carolyn Dix
Title: County Contract Administrator
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3541
E-Mail Address: Carolyndix@dpss.lacounty.gov



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2017)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

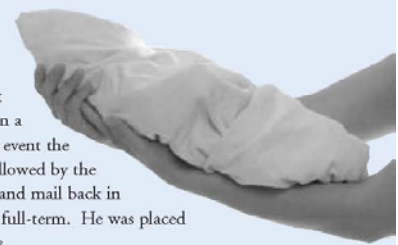
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 AND THE HEALTH CARE INFORMATION
TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE CONTRACT)

Under this Contract, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Contract") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Contract.

This Business Associate Contract and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in

any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- 1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.10 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 “Security Rule” means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 “Services” has the same meaning as in the body of this Contract.
- 1.14 “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402.
- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

- 1.16 Terms used, but not otherwise defined in this Business Associate Contract shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Contract;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent

of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Contract. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, SubContractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Contract or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or SubContractors of

Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by calling 1-562-940-3335.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual who's Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate

of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Contract.

- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual who's Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the Federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each

Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Contract; Business Associate's obligations under this

provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the Federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Contract shall be the same as the term of this Contract. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Contract if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Contract if a party has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the Federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and Subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written Contract obligating the agent or Subcontractor to comply with all the terms of this Business Associate Contract.
- 5.3 Relationship to Services Contract Provisions. In the event that a provision of this Business Associate Contract is contrary to another provision of this Contract, the provision of this Business Associate Contract shall control.
- Otherwise, this Business Associate Contract shall be construed under, and in accordance with, the terms of this Contract.
- 5.4 Regulatory References. A reference in this Business Associate Contract to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Contract shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT STANDARDS CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort remove job barriers for individuals with criminal records. The policy requires contractors that contract with the County to comply with fair chance employment hiring standards set forth in Assembly Bill 1008 Employment Discrimination: Conviction History (AB-1008).

Proposer acknowledges and certifies compliance with fair chance employment hiring standards set forth in AB-1008, as indicated in Section 8.56 (Compliance with Fair Chance Employment Standards) of the proposed Contract, and agrees that proposer and staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with fair chance employment standards set forth in AB-1008 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: