



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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May 7, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

45 MAY 7, 2024

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

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO A SOLE SOURCE CONTRACT WITH THE
LOS ANGELES COUNTY OFFICE OF EDUCATION TO PROVIDE
JOB READINESS, CAREER PLANNING,
AND VOCATIONAL ASSESSMENT SERVICES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval for a new two-year Sole Source contract, with an option to extend for one additional one-year period. The Contract between DPSS and the Los Angeles County Office of Education (LACOE) will provide Job Readiness, Career Planning, and Vocational Assessment (JRCPVA) services. This contract provides State-mandated services countywide to Greater Avenues for Independence (GAIN)/Refugee Employment Program (REP), Skills and Training to Achieve Readiness for Tomorrow (START) (formerly known as General Relief Opportunities for Work), START/CalFresh Employment and Training (CFET), and Able-Bodied Adults Without Dependents (ABAWD) participants. Additionally, the contract also provides other services such as: Focus 360 (formerly known as Job Club), Learning Disability (LD) Evaluation, Short-Term Training, Laptop Loan Program, and Tutoring.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or their designee, to prepare and execute a Sole Source contract, in substantially similar form as Enclosure I, with LACOE for JRCPVA services, for a two-year period effective from July 1, 2024 or upon execution by the Director of DPSS or their designee; whichever is later, through June 30, 2026 with an option to extend for one additional one-year period. The annual

contract amount varies; however, the maximum two-year contract amount is \$63,555,000. Funding for this contract is included in the DPSS' Fiscal Year (FY) 2024-25 Proposed Budget and funding for future years will be included in the appropriate Department's annual budget requests.

2. Delegate authority to the Director of DPSS, or designee, to extend the contract for up to one additional one-year period. The approval of the California Department of Social Services (CDSS) to extend the contract, and approval of County Counsel as to form will be obtained prior to executing such amendment. In addition, the Director of DPSS or their designee or the Director of the Department of Economic Opportunity (DEO) or designee, will notify the Board of Supervisors (Board) within ten business days after execution.
3. Delegate authority to the Director of DPSS, or designee, to prepare and execute amendments to the contract for: a) Instances which affect the scope of work, term, contract sum, payment terms, or any other term of condition in this contract; b) Additions and/or changes required by the Board or Chief Executive Officer (CEO); c) Changes to be in compliance with applicable County, State, and federal regulations; or d) Increases or decreases of no more than ten percent of the original contract amount based on the contractor's performance, community needs, and funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or designee, shall notify the Board within ten business days of executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this contract will allow DPSS to continue to provide State-mandated JRCPVA services to its GAIN and REP participants. These services provide GAIN and REP participants with the tools, skills, information, and resources to enable them to overcome barriers and find work. These services assist individuals in moving from welfare dependency to self-sufficiency.

Approval of this contract will also allow DPSS to continue to provide Vocational Assessment services to GAIN, REP, and START participants, and LD evaluations and diagnosis services to GAIN and California Work Opportunity and Responsibility to Kids (CalWORKs) REP participants through LACOE and its subcontractors. These services include vocational career assessment services for participants in the GAIN, REP, START, and CFET programs that assist them in the development of a customized career plan to help them achieve their goals. The LD Evaluation and diagnosis services to GAIN and CalWORKs REP participants consist of screening, evaluating, reporting, and diagnosis of learning disabilities as a potential barrier to employment.

In addition, DPSS is collaborating with the DEO to build a stronger job services relationship that may enhance or change the GAIN and START services currently provided in this contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan, North Star 1: Make investments that transform lives, B. Employment and Sustainable Wages: Support social mobility, economic and workforce development, job training, meaningful connections, and access to employment opportunities with sustainable wages for County residents, with emphasis on those who are experiencing barriers to employment or the ability to earn a sustainable wage. Support small and large business growth to maintain job supply.

FISCAL IMPACT/FINANCING

The maximum contract amount for the two-year period from July 1, 2024 through June 30, 2026 is \$63,555,000. The \$60,406,000 for the GAIN and REP CalWORKs portions of the contract are fully funded with CalWORKs Single Allocation funds. The \$389,000 for the REP non-CalWORKs portion is fully funded by Federal Refugee Support Services funds. The START program will be covered with a combination of approximately \$1,002,000 in CFET federal funding and approximately \$1,758,000 in Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under this contract, State-mandated services are provided countywide to GAIN/REP participants and will extend to START/CFET and ABAWD participants.

The contract provides for termination by the County upon 180-days written notice, should termination be in the County's best interest. The agreement also contains a provision which limits the County's obligation if funding is not appropriated by the State or by the Board.

County Counsel has reviewed this Board letter. The sample contract has been approved as to form by County Counsel. The proposed Contractor is in compliance with all Board, CEO, and County Counsel requirements.

CONTRACTING PROCESS

The recommended contract was procured in accordance with Section 23-650.1.14 of the CDSS Operations Manual which allows procurement by negotiation with public education agencies. LACOE is a public agency.

Additionally, this contract is considered a Sole Source contract under Board Policy 5.100, Sole Source Contracts and the Sole Source Checklist (Enclosure II) has been completed. DPSS provided notification to the Board of its intent to negotiate this contract on November 21, 2023.

CONTRACTOR PERFORMANCE

The monitoring for the current contract is performed on a quarterly basis. The expected performance outcome is that participants receive the tools, skills, useful information, and resources to enable them to overcome barriers and find work through their own efforts. It is also expected that participants receive an assessment for career guidance and needed training.

LACOE met contractual obligations in the areas of administrative services and performed a Focus 360 Placement rate (formerly known as Job Club Placement rate) of 40 percent for the three FY contract term periods. LACOE's annual performance rate for FY 2021-22 was 28%; FY 2022-23 was 11%; and FY 2023-24 projection based on first quarter performance is 30%.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will allow the continuation of State-mandated JRCPVA services in Los Angeles County. The recommended action will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jackie Contreras", with a stylized flourish at the end.

Jackie Contreras, Ph.D.
Director

JC:bp

Enclosures

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES



**CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
JOB READINESS, CAREER PLANNING, AND VOCATIONAL
ASSESSMENT SERVICES**

Prepared by
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Contract Development Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411

July 1, 2024

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**CONTRACT BETWEEN COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
JOB READINESS, CAREER PLANNING, AND
VOCATIONAL ASSESSMENT SERVICES**

This Contract and Exhibits made and entered into this 1st day of July 2024 by and between the County of Los Angeles, hereinafter referred to as County. Department of Public Social Services (DPSS), hereinafter referred to as DPSS, and Los Angeles County Office of Education (LACOE), hereinafter referred to as "Contractor". LACOE is located at 9300 Imperial Highway, Downey, CA 90242.

RECITALS

WHEREAS, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, provided for the Temporary Assistance for Needy Families (TANF) program; and

WHEREAS, Assembly Bill 1542 Chapter 270, Statutes of 1997, established the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997. The Greater Avenues for Independence (GAIN) program is the employment and training aspect of CalWORKs, a statewide employment program designed to enable participants to achieve self-sufficiency through employment; and

WHEREAS, Contractor as a local government agency, is qualified and has the experience and expertise to provide Job Readiness & Career Planning Services and Vocational Assessment Services; and

WHEREAS, effective July 1, 2023, General Relief Opportunities for Work (GROW) name changed to Skills and Training to Achieve Readiness for Tomorrow (START); and

WHEREAS, effective July 1, 2024, the name of this contract was changed from GAIN Job Readiness, Career Planning, and Vocational Assessment Services (JRCPVA) to JRCPVA.

WHEREAS, the JRCPVA contract with LACOE provides State-mandated services countywide to GAIN/Refugee Employment Program (REP) participants, as well as services to START/CalFresh Employment and Training (CFET) and Able-Bodied Adults Without Dependents (ABAWD) participants; and

WHEREAS, the JRCPVA contract includes Focus 360 services, Vocational Assessment/Learning Disability Evaluation services, Vocational Assessment for START and CalFresh ABAWD participants, and Short-Term Training and Laptop Loan Program; and

WHEREAS, County finds it necessary to secure such professional services through this Contract; and

WHEREAS, Contractor has agreed to provide County with such services and based upon non-competitive negotiation under the Title 45 Code of Federal Regulation, Part 74 (Administration of Grants) and State Department of Social Services Regulations Chapter 23-650, Contractor has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code, Section 11320 et seq.; and

WHEREAS, Contractor has agreed to provide County with such services;

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

1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, H, K, P, Q, V, W, X, Y, and Z 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A-1 - Statement of Work– Job Readiness Career Planning

Exhibit A-2 - Statement of Work – Vocational Assessment

Exhibit A-3 - Statement of Work – START/CFET Short Term Training and Laptop Loan Program

1.2 Exhibit B - Contractor's Budget

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - County's Administration

1.5 Exhibit E - Contractor's Administration

1.6 Exhibit F - Contractor's Employee Acknowledgment and Confidentiality Agreement

F-1 - Contractor Acknowledgement and Confidentiality Agreement

F-2 - Contractor Employee Acknowledgement and Confidentiality Agreement

F-3 - Contractor Non-Employee Acknowledgement and
Confidentiality Agreement

- 1.7** Exhibit G - Intentionally Omitted
- 1.8** Exhibit H - Safely Surrendered Baby Law
- 1.9** Exhibit I - Intentionally Omitted
- 1.10** Exhibit J - Intentionally Omitted
- 1.11** Exhibit K - Sample Monthly Invoice Format Instructions
 - K-1 Actual Cost Reimbursement Monthly Invoice
 - K-2 Firm Fixed Fee Monthly Invoice
- 1.12** Exhibit L - Intentionally Omitted
- 1.13** Exhibit M - Intentionally Omitted
- 1.14** Exhibit N - Intentionally Omitted
- 1.15** Exhibit O - Intentionally Omitted
- 1.16** Exhibit P - Civil Rights Forms
 - P-1 - Civil Rights Complaint Flowchart
 - P-2 - Complaint of Discriminatory Treatment
 - P-3 - Complaint of Discrimination
 - P-4 - Americans with Disabilities Act (ADA) Compliant Form
- 1.17** Exhibit Q - Charitable Contributions Certification
- 1.18** Exhibit R - Intentionally Omitted
- 1.19** Exhibit S - Intentionally Omitted
- 1.20** Exhibit T - Intentionally Omitted
- 1.21** Exhibit U - Intentionally Omitted
- 1.22** Exhibit V - GAIN/START/REP Vocational Assessment Employment and
Training Participant List

1.23 Exhibit W - Privacy and Security Agreement

W-1 - CDSS 2019 Privacy and Security Agreement

W-2 - DHCS 2019 Medi-Cal Privacy and Security Agreement

W-3 - Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

1.24 Exhibit X - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1966 ("HIPPA")

1.25 Exhibit Y - Information Security and Privacy Requirements Exhibit

1.26 Exhibit Z - Vendor Cyber Risk Assessment

This Contract and the Exhibits constitute 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 will be valid unless prepared pursuant to Subsection 8.1 (Amendments) and signed by both parties.

2 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Acceptable Quality Level (AQL)

The minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance. The AQL does not imply that it is acceptable to vary from the standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact that less than standard performance may sometimes be unintentional. However, County expects professional service delivery to be provided at all times.

2.2 Advanced Preparation Participants

Participants assigned to Focus 360 who clearly demonstrate "Advanced Preparation" via specific indicators, can bypass regular Focus 360 flow, and can begin supervised Job Search activities in the Workforce Center/Computer Lab.

2.3 America's Job Centers of California (AJCC)

A brand that has been adopted under the Workforce Innovation and Opportunity Act (WIOA), which replaces the formerly known WorkSource Centers.

2.4 Appraisal

The initial interview with the GAIN participant was conducted by the GAIN Services Worker at the time they enter the Welfare-to-Work (WtW) program. The appraisal provides information about the GAIN participant's employment history and skills, the need for supportive services, and any other information required to determine appropriate assistance and employability versus exemption from work requirements.

2.5 Assist in the Administration of the Program

Performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting Personally Identifiable Information (PII) for such purposes, to the extent such activities are authorized by law.

2.6 Assist in the Administration of the Medi-Cal Program

Performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII or PII for such purposes, to the extent such activities are authorized by law.

2.7 Barriers

Personal problems or issues that interfere with a participant's participation in the WtW program or employment. Barriers can be temporary or long term.

2.8 Board of Supervisors (Board)

The governing body of the County of Los Angeles.

2.9 Breach

Actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for other than authorized purposes, have access or potential access to Medi-Cal PII or PII, whether electronic, paper, verbal, or recorded.

2.10 Bridging Activities

Core activities such as Short-Term Work Experience, Community Service, In-House Job Search, Financial Education Courses, and Life Skills Classes (LSC).

2.11 Budget

The document that details the Contractor's costs for providing services and that is included in the Contract. The Budget contains the following:

- 2.11.1 Direct Costs** - Payroll, employee benefits (Medical, Dental, Life Insurance), payroll taxes, insurance (real, personal, etc., as required by the contract), supplies, applicable taxes, and other (specified).
- 2.11.2 Indirect Costs** – General accounting/bookkeeping, management overhead, and other (specified).
- 2.11.3 Total Cost of Contract Services** - The total of direct and indirect costs.
- 2.12 Business Day**
- Monday through Friday, excluding County observed holidays.
- 2.13 Calendar Day**
- All days of the week including Saturdays, Sundays, and holidays.
- 2.14 CalFresh Employment and Training (CFET) Participants**
- Individuals receiving non-assistance CalFresh benefits as well as individuals receiving General relief (GR) and CalFresh and participating in the CalFresh Employment and Training Programs funded by California Department of Social Services.
- 2.15 California Department of Social Services (CDSS)**
- CDSS is a California state agency for many of the programs defined as part of the social safety net in the United States and is within the auspices of the California Health and Human Services Agency.
- 2.16 California Statewide Automated Welfare System (CalSAWS)**
- A comprehensive case management system that integrated eligibility determination for public assistance, WtW services, Foster Care, Appeals State Hearing, and Fraud. CalSAWS is used by all counties.
- 2.17 California Work Opportunity and Responsibility to Kids (CalWORKs)**
- The State of California's 60-Month time limited Federal Temporary Assistance for Needy Families (TANF) assistance program designed to assist the transition from welfare to self-sufficiency.
- 2.18 CalWORKs and GAIN Program Division**
- A division within DPSS assigned the responsibility for administration of the GAIN program and the Refugee Employment Program (REP). This division is also responsible for the provisions of technical assistance to Contractors to ensure

GAIN/REP program requirements are met.

2.19 Career Pathways Program

A program which aims to place participants on a career path with potential professional and economic growth based on their goals and Labor Market Information (LMI) data identifying in-demand occupations.

2.20 Case Management

The coordination of services and activities, beginning with Orientation, and including but not limited to: assessing the GAIN/REP participant's employability and need for supportive services; developing the WtW plan with the GAIN/REP participant; attendance and progress in WtW activities; identifying and authorizing supportive services; making a recommendation of cause for failure to participate; referring the GAIN/REP participant to community resources for WtW activities, counseling and assisting in accessing community resources and resolving problems; documenting case activity in the electronic case file; and completing other required documents. These services are provided by the County and/or contracted case management staff.

2.21 Case Number

A unique seven-digit number that identifies a participant's CalWORKs/GAIN DPSS record. The number may or may not have a four-digit prefix designating the responsible County and an aid category.

2.22 Contract Administration and Monitoring (CAM)

The division responsible for the monitoring and maintenance of contracts after they have been executed by the Director of DPSS.

2.23 Contract Development Division (CDD)

The division responsible for the development of solicitations, procurement by negotiations and Amendments.

2.24 Contract Start Date

The date Contractor begins work in accordance with the terms of the contract.

2.25 Contracted Case Manager (CCM)

A contracted employee who directly provides case management services to GAIN/REP and WtW participants.

2.26 Contracted Case Worker

Contracted staff who directly provide case management services to the GAIN Program.

2.27 Contractor Manager

The individual designated by the Contractor to administer the Contract operations after the Contract is awarded.

2.28 Contractor Staff

Contractor's employees' subcontractors, vendors, and agents performing any functions for the Contractor that require access to and/or use of Medi-Cal PII or PII and that are authorized by the Contractor to access and use Medi-Cal PII or PII.

2.29 County CalWORKs Plan

A document approved by the County of Los Angeles Board of Supervisors and certified as complete by the CDSS, which provides local planning activities and implementation of CalWORKs program components in the County of Los Angeles.

2.30 County Contract Administrator (CCA)

The individual designated by the County with the Authority to act as outline below in Section 6.0, (Administration of Contract – County), subsection 6.3.

2.31 County Contract Program Manager (CCPM)

The individual designated by the County with the Authority to act as outlined below in Section 6.0, (Administration of Contract – County), subsection 6.4.

2.32 Contract Program Monitor (CPM)

The individual designated by the County with the Authority to act as outlined below in Section 6.0, (Administration of Contract – County), subsection 6.5.

2.33 County Contract Section Manager (CCSM)

The individual designated by the County with the Authority to act as outlined below in Section 6.0, (Administration of Contract – County), subsection 6.1.

2.34 Department of Health Care Services (DHCS)

DHCS funds and provides access to affordable health care services, including medical, dental, mental health, substance use treatment services and long-term care for low-income families, children, pregnant women, seniors, and persons with disabilities.

2.35 Department of Public Social Services (DPSS)

The County department responsible for providing social services and financial assistance to eligible persons in Los Angeles County. DPSS is required by the CDSS to provide services which assist recipients of CalWORKs and GR to qualify for, locate, and retain employment through the GAIN, START, and REP Programs.

2.36 Diagnosis

A “Diagnosis” is the formal identification of the specific nature of a Learning Disability and/or co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance and vocational interests that are associated with a Learning Disabilities Evaluation. A Diagnosis may only be performed by a highly trained/qualified individual such as a psychologist, clinical psychologist, school psychologist, or psychiatrist. If the participant needs an exemption from WtW participation, only an individual at this level can grant it.

2.37 Direct Services

The Job Readiness Career Assessment and Vocational/Career Assessment services, Learning Disabilities Evaluation, and Learning Disabilities Diagnosis services that are provided directly to the participants.

2.38 Director

The Director of the Los Angeles County Department of Public Social Services.

2.39 Drop

A disposition assigned when a participant is removed from Focus 360 services due to lack of participation, unsatisfactory progress, inappropriate behavior, or is absent for reason(s) not designated as Referred Back.

2.40 Dual Track Screening

GAIN staff assigns a dual track designation to GAIN participants who get a failing score on the Literacy Screening Tool. Dual Track candidates are offered three options during Focus 360. The three options are: 1) remain in Focus 360 voluntarily; 2) seek part-time employment and participate in concurrent WtW remedial education course to improve literacy in reading, writing, math, English as a Second Language (ESL) and Vocational ESL; and 3) bypass Focus 360 for direct referral to Vocational Assessment.

2.41 Earned Income Tax Credit

A Federal tax credit issued as an incentive to low to moderate income workers as encouragement to work.

2.42 Employment Counseling

Counseling aimed at helping the GAIN participant reach an informed decision on an appropriate employment goal which is provided by a person who has been trained or has experience as an employment counselor.

2.43 Employment Plan

The result of a completed Vocational Assessment which details the participant's desired employment goals and possible WtW activities, including any remediation based on the participant's reading, math, and cognitive levels, and identifying any potential results from barrier screening.

2.44 Evaluation

An "Evaluation" is the process of determining whether an individual has Learning Disabilities and/or other co-existing disorders. This Evaluation is limited in scope and only determines the extent that the functional weaknesses revealed by the Learning Disabilities testing interfere with the GAIN participant's ability to obtain or retain employment or to enter and participate in the GAIN Program.

2.45 Evaluation with Accommodations

Learning Disabilities Evaluations which result in the need for accommodations for participants to function in their WtW activities.

2.46 Evaluations Without Accommodations

Learning Disabilities Evaluations that do not require accommodations for participants to function in their WtW activities.

2.47 Fiscal Year

County Fiscal Year which commences on July 1st and ends on the following June 30th.

2.48 Flex (Concurrent) Focus 360 Services

Focus 360 or Supervised Job Search provided on a part-time basis concurrently with another CalWORKs GAIN activity, or a supplement to a GAIN/REP participant's part-time employment/education of at least 20 hours per week. This includes participants in homeless activities.

2.49 Focus 360 Services

A GAIN activity that is four weeks in duration and offered in English, Spanish, and Non-English/Non-Spanish Focus 360 classes. Focus 360 provides job search, placement activities and workshops on improving personal skills which will enable

GAIN/REP participants to focus on the whole person approach to career development.

2.50 Full-Time Employment

Working at least 20 hours per week for a single head of household with a child under six years old, working at least 30 hours per week for a single head of household with a child six years old or older, or working at least 32 hours per week for a single or married non-CalWORKs Refugee Cash Assistance (RCA) adult or 35 hours per week for a two-parent household, in a job which pays a salary that at least equates to the federal minimum wage or the State minimum wage, whichever is higher.

2.51 GAIN

The acronym for “Greater Avenues for Independence.” The program was established on September 26, 1985 with the passage of the State of California Assembly Bill 2580. The GAIN program established a comprehensive system of services to assist CalWORKs participants in obtaining unsubsidized employment.

2.52 GAIN County Plan

A document approved by the County of Los Angeles Board of Supervisors and certified as complete by the CDSS, which provides local planning activities and the implementation of CalWORKs program components in the County of Los Angeles.

2.53 GAIN Participants

TANF/CalWORKs applicants/recipients who the County has determined to be eligible for participation in the GAIN Program.

2.54 GAIN Services Worker (GSW)

DPSS staff who directly provide case management services to the GAIN Program.

2.55 Gaining Opportunities and Living Skills (GOALS) Motivational Program

A guidebook to personal success used by LACOE staff to motivate Focus 360 participants utilizing the Ten Keys of Success.

2.56 General Educational Development (GED) Level

The educational level attained through formal or informal learning that is required for a person to perform satisfactorily on the job. This measure is not related to job specific information.

2.57 General Relief (GR)

General Relief is cash assistance to indigent adults not qualifying for other State/federal programs.

2.58 Hot Jobs

Job Placements sessions, which include a variable range of job leads to be reviewed by LACOE staff and participants.

2.59 Hybrid

Sessions are conducted in a combination of in-person and virtual classes.

2.60 Individualized Job Search Plan

A plan developed during Focus 360 that identifies and tracks participants' skills, experience, and job choices.

2.61 Invoicing

The process of billing on expenditures accrued by the Contractor and subcontractor and the payment authorization by the Contractor or County.

2.62 Job Cluster Meeting

Quarterly meetings held by the County to increase collaboration and improve communication and interaction between County Job Developers, Contractor staff, and other community partners to help them better network with outside agencies and businesses to achieve employment placement goals.

2.63 Job Developer

Contractor and County staff who assist GAIN/REP participants in finding employment by networking with local businesses to locate employment opportunities, referring GAIN participants to employers with job openings that match their qualifications, and disseminating job opening information to County/contracted GAIN/REP case management staff.

2.64 Job Development

A GAIN/REP activity consisting of 1) the identification and creation of employment opportunities for GAIN/REP participants and 2) employment-seeking assistance provided to the GAIN/REP participant on a one-to-one basis by a person who has been trained or has experience as an employment counselor.

2.65 Job Placement

The initial employment of a GAIN/REP participant in a part-time or full-time job.

2.66 Job Placement Rate

The ratio of the Job Placement Count to the Focus 360 Net Starts Count each month.

2.66.1 Focus 360 Starts Count – The Focus 360 Starts will be the number of GAIN participants who start Focus 360 during the month.

2.66.2 Job Placement Count – The Job Placement Count is the sum of all GAIN/REP participants who start Focus 360 and secure full-time employment. Two part-time job placements will be equal to one full-time placement. Contractor may count the part-time employment acquired during the Focus 360 placement window of Flex or Dual Track participants as equivalent to a full-time placement.

2.67 Labor Marker Information (LMI)

A user's guide that is created, maintained, and updated by the California Employment Development Department's (EDD) Labor Market Information Division to assist in gathering labor market information. Information available on LMI is used by DPSS and its Contractors to develop education and training resources. LMI may be accessed through the internet at:

www.labormarketinfo.edd.ca.gov.

The LMI, which is periodically updated, provides a list of entry-level growth occupations best suited for GAIN participants. It is used by DPSS and its intermediaries to develop educational and training resources for GAIN and by case managers and vocational assessors in the development of viable employment plans for GAIN participants.

2.68 Learning Disabilities

A heterogeneous group of disorders manifested by significant difficulties in listening, speaking, reading, writing, reasoning, or mathematical abilities. These disorders are intrinsic to the individual and presumed to be central nervous system dysfunctions. Even though a learning disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment); or environmental retardation, social and/or emotional disturbance influences (e.g., cultural differences, insufficient/inappropriate instruction, psychogenic factors), it is not the direct result of those conditions or influences. These disorders interfere with the participant's ability to obtain or retain employment or enter and participate in the CalWORKs program.

2.69 Learning Disabilities Evaluation Service Providers

A private or public vendor providing Learning Disabilities Evaluation services directly to GAIN participants. Providers will have a subcontract with the Contractor. These vendors will be added to the inventory of service providers by the Contractor. These vendors may or may not be the same vendors providing Vocational Assessment services.

2.70 Learning Disabilities Program

A program designed to improve services to WtW participants by offering screening and evaluation for Learning Disabilities, documenting the identification of a Learning Disability and accommodations needed by the participant to become self-supporting.

2.71 Limited English Proficient (LEP)

An individual whose primary language is not English and who is unable to speak, read, write, or understand the English language at a level that permits him/her to have meaningful access to and participate fully in DPSS benefits, programs, and services.

2.72 Literacy Screening Tool

A practice application administered to GAIN participants during Orientation to determine their English proficiency.

2.73 Los Angeles County Office of Education (LACOE)

A regional education agency which provides a range of programs and services which improve the lives of students and the educational community through service, leadership, and advocacy.

2.74 Management Services

Services encompassing all the administrative duties required of Contractor to implement this Contract including but not limited to: subcontracting, monitoring, auditing, submitting required reports invoicing, and providing liaison services and technical assistance to County and Service Providers.

2.75 Medi-Cal Personally Identifiable Information (PII)

Information directly obtained while performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification

number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

2.76 Mock Interviews

Practice job interviews completed by participants and recorded through webcams to capture video and provide instant feedback.

2.77 Monthly Management Report (MMR)

A group of reports (GAIN/START/CalWORKs/Non-CalWORKs/REP) provided monthly to the GAIN/START Program with a copy to the CCA by the Contractor's Contract Manager. The MMR provides details of the Contract services performed in a given month. Format and content of the MMR must be approved by GAIN Program Manager.

2.78 Occupational Employment Statistic (OES)

An occupational classification system based on annual surveys conducted by the Department of Labor.

2.79 Orientation

The first activity in the County of Los Angeles's WtW Program. This one-day activity provides an overview of the GAIN/Non-CalWORKs program and services in the morning, and the afternoon is devoted to motivational training.

2.80 Part-time Employment

Working a minimum of 20 hours and less than 30 hours per week for a single parent household with a child six years old or older, working a minimum of 20 hours and less than 32 hours per week for a single or married Non-CalWORKs RCA adult, or working a minimum of 20 hours and less than 35 hours per week for a two-parent household, in a job for wages which would at least equate to the Federal minimum wage or to the State minimum wage, whichever is higher.

2.81 Performance Requirements Summary (PRS)

The document furnished by County (Attached to the Statement of Work), which identifies and summarizes the key performance indicators of this Contract. County will use the PRS found in each Statement of Work, in evaluating Contractor to ensure that the Contract performance standards are met.

2.82 PII

Personally identifiable information directly obtained in the course of performing an administrative function through the Medi-Cal Eligibility Data System (MEDS) or Eligibility Verification System (IEVS) systems on behalf of the programs, which can be used alone, or in conjunction with, any other reasonably available information to identify a specific individual. PII includes any information that can be used to search for or identify individuals or can be used to access their files, including but not limited to name, SSN, DOB, mother's maiden name, driver's license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

2.83 Post-Employment Services (PES)

Work-related supportive services are available to part-time and full-time working GAIN/REP participants who are CalWORKs aided based upon available funding. Limited services are available in certain circumstances once a GAIN/REP participant is no longer CalWORKs aided. The goal of PES is to provide GAIN/REP participants with information and services to enable them to retain unsubsidized employment, improve career potential, and achieve economic self-sufficiency at a living wage prior to exhausting their 60-month CalWORKs time limit. Participants volunteering for PES may have a career assessment completed.

2.84 Quality Assurance Monitoring Plan (QAMP)

The plan developed by the County, specifically for this Contract, to monitor compliance with the Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.85 Quality Control Program

All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearances, completeness, consistency, and conformity.

2.85 Referred Back

A disposition assigned when a participant is unable to continue attending Focus 360 due to any of the following reasons provided:

- Specialized Supportive Service request (DV, SUD, MH)
- Limited English Proficient/Dual Track
- Medical Issue/Illness
- GSW Requested
- Enrollment in Training/Education program
- Child Care Issue
- Pending Job Verification
- Personal/Family Issues

- Other – Not Classified

2.86 Refugee Case Manager (RCM)

A Contracted employee who directly provides case management services to REP WtW participants.

2.87 Refugee Cash Assistance (RCA) Participants

A cash benefit, limited to 12 months, for refugees who are single adults or families without children. RCA participants are refugees who are receiving RCA benefits and participating in the REP.

2.88 Refugee Employment Program (REP)

REP is an employment services program that provides case management, acculturation employment training and placement services to refugees who have been in the United States for less than five years. The primary focus of the REP services is to assist refugees in adapting to the American work environment, learn English, find employment, and ultimately achieve self-sufficiency. Eligible refugee participants include both aided and non-aided individuals. REP services are currently provided via the Refugee Employment and Acculturation Services (REAS) contract.

2.89 Resource and Referral/Alternative Payment Program (R&R/APP) Providers

The ten R&R/APP agencies with staff co-located at each GAIN Regional Office. R&R/APP staff provide information to GAIN participants on childcare eligibility, reimbursement processing, and referrals to available licensed child care during the GAIN Orientation segment of Focus 360.

2.90 Screening

The first step towards identifying individuals with suspected Learning Disabilities. It involves the use of a recognized and validated Learning Disabilities screening tool administered by the GAIN Services Worker. All participants who receive a score on the screening tool that indicates a possible Learning Disability will be referred for further Evaluation and/or Diagnosis.

2.91 Secure Areas

Any area where:

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

2.92 Security Incident

The attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII or PII, or interference with system operations in an information system which processes Medi-Cal PII or PII that is under the control of the county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the Department, on behalf of the DPSS.

2.93 Self-Sufficiency

The level at which GAIN participants have the skill and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

2.94 Semi-Annual Eligibility Income Report (SAR 7) Form

An income/eligibility report submitted once every six months. Eligibility and benefits for a six-month period are based on information reported and substantiated on the SAR 7 form.

2.95 Service Provision Plan

The plan developed by Contractor and approved by the County to provide Management services, Vocational/Career Assessment services, Learning Disabilities Evaluation services, and Learning Disabilities Diagnosis services.

2.96 Short-term Training

Specialized classes for WtW participants based on the in-demand occupations in the current labor market.

2.97 Skills and Training to Achieve Readiness for Tomorrow (START)

A locally funded program, formerly known as GROW, that provides employment and training services to help employable GR and Employment and Training eligible CalFresh participants obtain a job and become self-sufficient.

2.98 Specialized Supportive Services

Services available to GAIN participants, which provide assistance with Mental Health, Substance Use Disorders, and Domestic Violence counseling, to help them overcome barriers which interfere with their ability to participate in work readiness activities and achieve economic mobility.

2.99 Specific Vocational Preparation

The amount of time required by the typical worker in an occupation to learn

techniques, acquire knowledge, and develop skills needed for average performance in a specific job.

2.100 SSA-provided or verified data (SSA data)

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

2.101 Standard

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

2.102 START/CFET Participants

GR participants receiving CalFresh who DPSS has determined to be employable and who have been screened and deemed a good fit for participation in the START Program.

2.103 Subsidized Employment

Employment in which a participant receives job skills training while working for a private, for-profit, or non-profit employer and the employer receives partial or full reimbursement from the County.

2.104 Supervised Job Search

An organized method of seeking work which may include accessing the phone banks, job orders, and direct referrals to employers in a clean and well-lighted place, which is overseen, reviewed, and critiqued by a person who has been trained or has experience as an employment counselor.

2.105 Supervising County Contract Administrator (SCCA)

The individual designated by County with authority to act as outlined below in Section 6 (Administration of Contract – County), Subsection 6.2.

2.106 Supportive Services

Services available to GAIN participants to enable them to participate in GAIN activities or to obtain and retain employment. Supportive Services includes assistance with transportation, childcare, and ancillary expenses. This may also include childcare-related transportation expenses for the participant and his/her children.

2.107 Targeted Job Tax Credit

A wage subsidy in the form of a tax credit given to employers who hire new, eligible GAIN participants.

2.108 Technical Preparation (Tech Prep)

An activity which provides basic computer and internet skills to support success in Focus 360, school, and employment.

2.109 Temporary Assistance for Needy Families (TANF)

A federal welfare reform program which provides time-limited assistance to needy families and assists them to transition from WtW. TANF is known in California as CalWORKs.

2.110 Tutoring Services

An activity which supplements a student's regular academic instruction designed to assist the student in the learning process to help them master subjects such as reading, math, and science as well as promote personal growth and self-esteem.

2.111 Unsupervised Job Search

An activity in which the GAIN participant independently seeks employment and is required to make periodic progress reports.

2.112 Virtual

Sessions are conducted in an online learning environment.

2.113 Vocational Assessment

A comprehensive evaluation process consisting of a variety of formal and informal vocational assessment procedures which generate information that is useful for career guidance and planning of job training and placements for GAIN/REP/START/CFET participants.

2.113.1 Vocational Assessment: The third component in the GAIN/REP Flow. It is the process by which a professional assessor develops an individualized employment plan intended to lead a participant to employment based on the evaluation of the participant's existing skills,

education, level, employment goals, vocational assessment test results, and local labor market information.

- 2.113.2** Career Assessment: An assessment specifically tailored for GAIN/REP participants working 20/30/32/35 hours per week or CalWORKs participants who have not received cash assistance within the previous 12-month period due to earnings or employment and who have volunteered to receive post-employment services. Career assessment is also tailored for time-limited employable START/CFET participants who are single adults. During this activity, a career plan is developed to assist participants in retaining their current job or to help them advance within their chosen occupation with the ultimate goal of achieving self-sufficiency.
- 2.113.3** Clinical Assessment: A professional evaluation of a participant's mental health or emotional problems that may limit or preclude successful participation in a WtW plan.
- 2.113.4** Full Assessment: A one-and-a-half-day activity (no less than eight hours and not more than 12 hours) by which all tests need to be completed. The participant and a professional assessor develop and agree on an individualized employment plan which may lead a participant to employment based on the evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results, and local labor market information. Full assessments are conducted during Vocational and Career Assessments.
- 2.113.5** Partial Assessment: An incomplete assessment due to minimal gathering of specific information and/or partial testing. The partial assessment must include at minimum the following: vocational interview, interest inventories (a minimum of one), structured observation and behavior checklist, multi-aptitude test batteries (a minimum of one), and work samples (optional). Partial assessments earn half the cost of a full assessment.
- 2.113.6** Reassessment: An assessment conducted by a professional assessor when a GAIN/REP participant remains unemployed after they complete their WtW employment plan or when special circumstances that were not identified during the original assessment process preclude the participant from completing the employment plan activities.

2.114 Vocational Assessment Service Provider

A private or public vendor providing Vocational Assessment services directly to GAIN/START/CFET/REP participants. Providers will have a subcontract with Contractor. These vendors will be added to the inventory of service providers by Contractor.

2.115 Wage Rate

The average initial (entry level) hourly wage paid for all GAIN/START/CFET/REP participants who enter employment in a given month.

2.116 Welfare Fraud

The willful and criminal deception intended to obtain funds from the County. The most common type of welfare fraud is the GAIN/REP participant's failure to report his/her income. This includes earnings from employment and unearned income, e.g., child support, unemployment benefits, disability benefits, etc.

2.117 Welfare-to-Work Activity

The series of activities that make up the GAIN/REP Program. Activities include but are not limited to: Orientation/Appraisal, Self-Initiated Program, Focus 360/Job Search, Vocational Assessment, Post Assessment Activities, and Post Employment.

2.118 Work Participation Hours

The hourly requirements needed to meet State WtW participation, which are:

Single Parent with child under six years old:	20 hours/week
Single Parent with no child under six years old:	30 hours/week
Non-CalWORKs and RCA REP participants:	32 hours/week
Two parent household:	35 hours/week

2.119 Workforce Innovation and Opportunity Act (WIOA)

A law signed on July 22, 2014 and took effect on July 1, 2015. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA help tens of millions of job seekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them. The enactment of WIOA provides opportunity for reforms to ensure the AJCC system is job-driven, responsive to the needs of employers, and prepares workers for jobs that are available now and in the future.

2.120 Workforce Preparation Segment

The first segment of Focus 360 services provided the first week, following the one-day orientation activity, to focus on pre-employment skills. This segment is conducted in a group activity and uses a classroom format.

3 WORK

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

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be two years with an option to extend for one additional one-year period. The Contract will commence on July 1, 2024 or upon execution, by the DPSS Director or his/her designee, whichever is later and will continue through June 30, 2026 unless sooner terminated or extended, in whole or in part, as provided in this Contract. The extension option may be exercised at the sole discretion of the DPSS Director or his/her designee as authorized by the Board.
- 4.2** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3** The Contractor must notify DPSS when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DPSS at the address herein provided in Exhibit D (County's Administration).
- 4.4** Contractor must allow County or newly selected Contractor a 30-calendar day transition period, prior to the expiration of this Contract, for orientation purposes and the orderly transition of the Contractor's current operation without additional costs to County. A shorter time period may be determined by the County at its discretion. Contractor must continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, the County will have the right to withhold 50% to 100% of the last two months' payments as liquidated damages.

5 CONTRACT SUM

5.1 Maximum Contract Amount

- 5.1.1** The maximum contract amount is not to exceed \$63,555,000 for the two-year term, contingent upon the availability of funding. The Contract amount for each Fiscal Year (FY) will be as follows:

Fiscal Year
FY 2024-25
FY 2025-26

Annual Contract Maximum
\$31,331,000
\$32,224,000

5.1.2 Compensation to Contractor is allocated as outlined for each FY in the tables below:

Service - Program	Annual Budget Amount
	FY 2024-25
1. Orientation	\$1,959,000
2. Job Services (BASE)	\$21,427,000
3. GAIN Short Term Training	\$2,300,000
4. CalWORKs REP Job Readiness	\$408,000
5. Non-CALWORKs REP Job Readiness	\$91,000
Job Readiness Total	\$26,185,000
6. Learning Disability Evaluation	\$600,000
7. Vocational Assessment Directs	\$1,935,000
8. Vocational Assessment Administration	\$934,500
9. Non-CalWORKs REP Vocational Assessment Directs	\$101,500
10. CalWORKs REP Vocational Assessment Directs	\$195,000
11. START Vocational Assessment Directs	\$150,000
12. START Vocational Assessment Administration	\$110,000
Vocational Assessment Total	\$4,026,000
13. START/CFET Short Term Training and Laptop Loan Program	\$1,120,000
START/CFET Total	\$1,120,000
FY 2024-25 Annual Maximum	\$31,331,000

Service - Program	Annual Budget Amount
	FY 2025-26
1. Orientation	\$2,002,000
2. Job Services (BASE)	\$22,238,000
3. GAIN Short Term Training	\$2,300,000
4. CalWORKs REP Job Readiness	\$422,000
5. Non-CALWORKs REP Job Readiness	\$94,000
Job Readiness Total	\$27,056,000
6. Learning Disability Evaluation	\$600,000
7. Vocational Assessment Directs	\$1,935,000
8. Vocational Assessment Administration	\$953,500
9. Non-CalWORKs REP Vocational Assessment Directs	\$102,500
10. CalWORKs REP Vocational Assessment Directs	\$197,000
11. START Vocational Assessment Directs	\$150,000
12. START Vocational Assessment Administration	\$110,000
Vocational Assessment Total	\$4,048,000
13. START/CFET Short Term Training and Laptop Loan Program	\$1,120,000
START/CFET Total	\$1,120,000
FY 2025-26 Annual Maximum	\$32,224,000

5.1.2.1 In the event County determines that based on the GAIN participant caseload, the number of Focus 360 class sessions described in Exhibit A-1, Statement of Work, must be reduced, the Contract Budget, Exhibit B, must be reduced accordingly. A Contract Amendment will be executed to reduce the Contract Maximum and the annual maximum(s).

5.1.2.2 The Contract amounts for Focus 360 REP Non-CalWORKs and Vocational Assessment RCA REP are conditioned on the continuing availability of Refugee Social Services and Targeted Assistance funds. Future funding will be contingent upon the availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.

5.1.2.3 Direct Services Costs

Direct Services Costs for GAIN/START/REP participants are caseload driven; therefore, there is no maximum amount for these services. Contractor's maximum amount for GAIN/START/REP Management Services is based on Contractor's budget as specified in Exhibit B, Contractor's Budget for Vocational Assessment Learning Disabilities services.

5.1.2.4 Supplemental Nutrition Assistance Program (SNAP) otherwise known as CFET funds are used to partially fund the START portion of Vocational Assessment for START/CFET participants. To maintain the integrity of the Federal Fiscal Year (FFY), only costs incurred from October 1st through September 30th of each FFY, will be reimbursed for this period based on the contract budget, Exhibit B, Contractor Budget for GAIN/START/REP Vocational Assessment services.

5.1.3 Contract expenditures that exceed the maximum amount or the annual maximum will not be reimbursed by the County and will become the fiscal responsibility of Contractor.

5.1.4 Notification of 75% of Total Contract Sum

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

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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, must not occur except with the County's express prior written approval.

5.3 Non-Payment of Services

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

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

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

5.5 GAIN Job Readiness and Career Planning Services Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-1 (Statement of Work) and elsewhere hereunder and as provided in Exhibit B, (Contractor's Budget). The Contractor will be compensated based on the actual cost for all aspects of the GAIN Job Readiness and Career Planning Services requirements.

5.5.2 The Contractor must prepare and submit to the CCA on a monthly basis, a complete and accurate original invoice for all JRCP program services (Refer to Exhibit K-1, Sample Monthly Invoice format for Actual Cost Reimbursement Monthly Invoice). Invoices are to be submitted no later than 30 calendar days after the month of services rendered or payment

may be delayed. Each invoice must be supported by back-up documentation to validate the invoice amount. The documentation must include, but is not limited to, the following:

5.5.2.1 Administrative costs and direct-support services costs, separately identified for each service type (e.g., Orientation and Focus 360).

5.5.2.2 Personnel expenditures for each service type itemized by pay classification (e.g., certificated salaries, classified salaries, etc.).

5.5.2.3 Contract expenditures not listed above in subparagraph 5.5.2.1 and 5.5.2.2 must be listed separately (e.g., fringe benefits, supplies, equipment, rent, insurance, and any other information found necessary by Contractor or County).

5.5.3 The Contractor must prepare and submit, on a monthly basis, a total of four invoices for JRCP:

5.5.3.1 First invoice – used to report the costs for Orientation and GAIN Focus 360 Services. (Reference Exhibit K-1, Sample Monthly Invoice format for Actual Cost Reimbursement).

5.5.3.2 Second invoice – used to report the costs of CalWORKs REP (Reference Exhibit K-1; Sample Monthly Invoice format for Actual Cost Reimbursement).

5.5.3.3 Third invoice – used to report the costs of Non-CalWORKs REP (Reference Exhibit K-1; Sample Monthly Invoice format for Actual Cost Reimbursement).

5.5.3.4 Fourth invoice – used to report the costs of Short-Term Training (Reference Exhibit K-1; Sample Monthly Invoice format for Actual Cost Reimbursement).

5.5.4 The County will review and authorize payment of the invoice as soon as possible after receipt. The County will make a reasonable effort to effect payment to the Contractor within 30 calendar days from receipt of an invoice which is accurate and complete as to form and content. The Contractor will invoice, and the County will authorize payment only for services completed during the invoice month. For invoicing purposes, Contractor must clearly identify services as JRCPVA services.

5.6 GAIN/START/REP Vocational Assessment Services Invoices and Payments

5.6.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in

Exhibit A-2, Statement of Work, and elsewhere hereunder and as provided in Exhibit B (Contractor's Budget). The Contractor will be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

- 5.6.2** The Contractor's invoices will be based on the actual cost in accordance with Exhibit B (Contractor's Budget).
- 5.6.3** The Contractor's invoices must contain the information set forth in Exhibit A-2, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4** Approval for payment will not be unreasonably withheld, and in no instance will such an approval take more than two weeks from receipt of complete and accurate invoices by the County.
- 5.6.5** Management Services are reimbursed based on actual costs to the County no later than 20 calendar days after the month service was rendered, using Sample Monthly Invoice format in Exhibit K-1 for Actual Cost Reimbursement and Exhibit K-2, Firm Fixed Fee Monthly Invoice.
- 5.6.6** County will compensate Contractor for performing Direct Services hereunder, based on actual assessments/evaluations completed. Direct Services Costs are based on a fixed unit price which is caseload driven. Caseloads are determined by the County and are governed by the level of available GAIN/START/REP funding.
 - 5.6.6.1** Contractor must invoice the County on a monthly basis for Vocational Assessment Direct Services. Invoice must be similar to Exhibits K-2 Sample Monthly Invoice format for the Firm Fixed Fee Monthly Invoice and must indicate the costs attributed to services for GAIN/START/CFET/REP participants separately along with County approved supporting documentation.
 - 5.6.6.2** Contractor must prepare and submit the monthly invoice each with an original and one copy, to the CCA. Monthly invoices are due by the 20th calendar day of the month after the end of the month in which services were provided.
 - 5.6.6.3** Payment to the Contractor will be only upon written approval of the invoice by the CCA or his/her designated representative. Contractor must submit the invoice to the attention of the CCA listed in Exhibit D.
- 5.6.7** The County will compensate Contractor for performing Management

Services hereunder, for allowable net costs incurred by the Contractor in accordance with the actual costs not to exceed the Maximum Amount or the annual maximum as specified in Subsection 5.1 - Maximum Contract Amount.

- 5.6.7.1** The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-2 - Statement of Work and elsewhere hereunder and as provided in Exhibit B, Contractor's Budget. Contractor will be compensated based on the actual cost for all aspects of Management Services specified in Subsection 5.6.
- 5.6.7.2** Invoice must be similar to Exhibit K-2 Sample Monthly Invoice format for the Firm Fixed Fee Monthly Invoice and must indicate the costs attributed to services for GAIN/START/CFET/REP participants separately along with County approved supporting documentation.
- 5.6.7.3** Contractor must provide to the County a listing of START/CFET participants served each month by the tenth calendar day of the month after the end of the month in which services were provided. The report must be similar to Exhibit V - Sample Employment and Training Participant List.
- 5.6.7.4** Payment to the Contractor will be only upon written approval of the invoice by the CCA or his/her designated representative. Contractor must submit the invoice to the attention of the CCA listed in Exhibit D.
- 5.6.7.5** County will review and authorize payment of an accurate invoice and will make a reasonable effort to effect payment to Contractor within 30 calendar days from receipt of an invoice which is accurate as to form and content.
- 5.6.7.6** Prior to receiving final payment hereunder, Contractor must submit a signed, written release discharging the County, and its Agents, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.
- 5.6.7.7** County may delay the last payment due hereunder until six months after the termination of the Contract. Contractor will be liable for payment on 30 calendar days written notice of any offset authorized by the Contract not deducted from any payment made by the County to Contractor.
- 5.6.7.8** County will have no requirement for payment other than as set forth in this Contract.

5.6.7.9 The County will not be liable for billings submitted one year after the date services were provided.

5.6.8 Contractor must compensate Subcontractors (Assessors) directly for performing GAIN/START/REP Vocational Assessments services hereunder, for costs incurred in accordance with the Subcontracts, based on the fixed unit price specified below:

5.6.8.1 The Subcontractors will be paid \$450 per Full Assessment completed. An assessment is considered completed when it results in the development of an employment plan.

5.6.8.2 The Subcontractors will be paid \$ 225 per Partial Assessment and reassessment completed. An assessment is considered partial when a Full Assessment is not completed due to minimal gathering of specific information and/or testing. Third-Party assessment is considered a Partial Assessment.

5.6.8.3 Compensation for GAIN/START/REP Vocational Assessments will be requested and processed as follows:

a) Upon completion of the Vocational Assessment for GAIN/START/CFET/REP participants, Sub-contractors must E-Mail and provide a hard copy of the Employment Plans to the case-carrying GSWs, START Worker, or GAIN/REP CCMs with a copy to the GAIN/START or REP Regional Vocational Assessment Liaison within five workdays.

b) An invoice to Subcontractors will be generated by LACOE's computer system. Subcontractors must validate and return completed invoices within 15 calendar days of receipt to:

**LACOE GAIN/START
Vocational Assessment Unit
9300 Imperial Highway
Downey, CA 90242-2890**

c) In the event that an invoice is returned to the Subcontractors for correction, Subcontractors must return the corrected invoice to the LACOE within ten calendar days.

5.6.9 LACOE must compensate Subcontractors directly for performing Learning Disability (LD) Evaluations for GAIN and CalWORKs REP participants based on the fixed prices specified below:

5.6.9.1 The Subcontractors will be paid \$1,000 per LD Evaluation completed.

5.6.9.2 The Subcontractor will be paid \$500 per Partially Completed LD Evaluation, to be defined as follows: if the participant completes at least two tests, the initial interview and the orientation during the first day, the Subcontractor will be paid a partial LD completion fee of \$500.

5.6.9.3 Compensation for LD Evaluations will be requested and processed as follows:

a) Upon completion of the LD Evaluation, the subcontractor will provide a copy of the evaluation and employment plan to the case-carrying GSW, or CCM with a carbon copy (cc) to the GAIN or REP Regional LD Evaluations liaison within five workdays.

b) When it is technologically possible and upon the request and approval of the County GAIN Program LD Liaison, subcontractors may be requested to update the results of LD Evaluations directly into CalSAWS upon completion of the evaluation and email/provide a hard copy of the employment plan to the case-carrying GSW, or CCM with an emailed carbon copy to the GAIN or REP Regional LD Evaluations liaison within five workdays.

c) An invoice to Subcontractors will be generated by LACOE's system. Subcontractors must validate and return completed invoices within 15 calendar days of receipt to:

**LACOE GAIN/START
Vocational Assessment Unit
9300 Imperial Highway
Downey, CA 90242-2890**

d) In the event that an invoice is returned to the Subcontractors for correction, Subcontractors will return the corrected invoice to the LACOE within ten calendar days.

5.6.10 Subcontractors must provide to Contractor a monthly written reconciliation of direct services provided to invoices received and payments received as follows:

Any unpaid claims submitted after the deadline will not be accepted unless supporting documentation is provided which justifies the delay.

5.6.10.1 Subcontractors must reconcile their invoices to the services provided monthly and must use the format created by Contractor and approved by County to submit claims for any unpaid services provided during a report month to Contractor for review by the end of the following month. For example, If the report month is January, Subcontractors will send all unpaid claims for January to Contractor by February 28. All unpaid claims must be listed by Participant Name in alphabetical order, by GAIN/START/REP Region/Office, and by Subcontractor.

5.6.10.2 Upon receipt of the Subcontractors' claims, Contractor must review the invoices and submit payment to the Subcontractors.

5.6.11 Budget Modifications

5.6.11.1 Contractor must advise County in writing of any substantive deviations or reallocation of line-item costs from Contractor's Budget. Contractor may, with County's approval, reallocate funds among each of the major cost categories, excluding the Direct Services Costs, listed in Exhibit B (Contractor's Budget) and Employee Benefits, to a maximum of 15 % of each part, not to exceed the total Contract amount. Reallocation of funds by Contractor by more than 15 % between the major cost categories requires written approval of the Director or designee.

5.6.11.2 Contractor requests for modifications, either budgetary or programmatic, will not be accepted during the first two months of each FY or during the last quarter of each fiscal year Contract period (except where a written waiver is requested by the Contractor and accepted by the County Contract Director. Such requests may not be submitted to the County more than once in each quarter except where a written waiver has been received and approved by the County.

5.6.12 County's Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval.

5.6.12.1 The County may delay the last payment due hereunder up to six months after the termination of the Contract. The Contractor will be liable for payment on 30 days written notice

of any offset authorized by the County not deducted from any payment made by the County to the Contractor.

5.6.12.2 Prior to receiving final payment hereunder, the Contractor must submit a signed, written release discharging the County, its officers, and employees from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

5.6.12.3 Contract Invoicing System

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

5.6.12.4 Electronic Signatures

At the County's discretion, in lieu of an actual signature on the original invoice, the County may accept an electronic signature. The County may also make the determination to accept invoices by email. While electronic signatures may be accepted, it is still expected and required that all original, signed hardcopies of invoice documents be provided to DPSS as soon as they are available.

5.7 Unspent Funds

5.7.1 To ensure that the Contractor fully utilizes County funds for contracted services, the Contractor will submit to DPSS CAM Division, an Expenditure Report no later than the September 1st following the end of each FY, as stipulated in subparagraph 5.7.2, regardless of whether the Contractor has unspent funds. At the end of each FY, all funds paid to the Contractor in excess of actual costs, for the provision of services in the JRCPVA contract that have been properly earned, including interest, are to be treated as unspent funds.

5.7.2 The unspent funds amount due must be returned to the County within 20 business days of notification by the County. The Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Contract or applicable provisions. The Contractor will be responsible for tracking all Contract payments and expenditures for the JRCPVA contract, including submission of the following:

a) An Expenditure Report reflecting Contract revenues versus expenditures which follow standard accounting practices per Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related Office of Management and Budget (OMB) Guidance. Expenditure reports must be submitted to CAM by September 1st following the end of each FY and at the end of the contract term. Upon request by the County, the Contractor must provide verification of expenditures within two business days of request, unless a different timeframe is agreed upon by both parties. The purpose of the Expenditure Report is to identify the amount of unspent funds.

- 5.7.3** All uses of funds paid to and expended by the Contractor, including the Expenditure Report, and other financial transactions related to the Contractor's provision of services under this Contract are subject to review and/or audit by DPSS, the County's Auditor-Controller (A-C) or its designee.
- 5.7.4** Notwithstanding any other provision of this Contract, in addition to all other rights of the County to monitor the Contractor, the Contractor and the County agree that it is the intent of the parties that the County will have the right to audit any and all use of funds paid to and expended by the Contractor, in order to ensure that all funds are accounted for.
- 5.7.5** In the event that the Contract terminates early for any reason (including, but are not limited to, assignment, delegation, acquisition, or merger), unspent funds must be repaid to the County within ten business days of the effective date of termination.

5.8 Disposition Plan

- 5.8.1** Unspent Funds must be used to enhance the already approved program services and must be spent on items above and beyond those items identified in the Contract and the contract budget. The Disposition Plan must include the OMB Circular A-122

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

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

- 5.8.2** In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan, all reporting and record keeping activities and a budget.
- 5.8.3** If the County does not approve the Contractor's Disposition Plan, the County will request the Unspent Funds and its earned interest be returned to the County within 30 days after the County's disapproval of

the Disposition Plan. The Contractor must comply with the County's request.

- 5.8.4** The County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If County finds the services are not effective, the services under the Disposition Plan may be terminated at County's sole discretion and Contractor must return the remaining Unspent Funds and its earned interest to the County.
- 5.8.5** The Contractor must submit a Final Disposition Report to the County within 30 days after the scheduled completion date of an approved Disposition Plan. The Final Disposition Report must reflect the final status on the completion of all tasks included in the Disposition Plan, as well as all of the final outcomes of said tasks and a final statement on expenditures. Any Unspent Funds remaining after the completion of the approved Disposition Plan must be returned to the County with the Final Disposition Report.
- 5.8.6** All uses of funds paid to and expended by Contractor, including Unspent Funds, and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DPSS, County's A-C or its designee.

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

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

6 ADMINISTRATION OF CONTRACT – COUNTY

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

6.1 County Contract Section Manager (CCSM)

The responsibilities of the CCSM may include:

- 6.1.1** Ensuring that the objectives of this Contract are met; however, in no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.1.2** Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements; however, in no event, will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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 the County in any respect whatsoever.

6.2 Supervising County Contract Administrator (SCCA)

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

- 6.2.1** Overseeing the overall management and coordination of the operations of this Contract; and
- 6.2.2** Providing direction to the Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator described in subsection 6.3; however, in no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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 the County in any respect whatsoever.

6.3 County Contract Administrator (CCA)

The County will designate one person who will have the authority to act as the

CCA on all matters pertaining to this Contract. Responsibilities of the CCA or alternate may include:

- 6.3.1** Overseeing the daily operations of this Contract;
- 6.3.2** Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements; however, in no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;
- 6.3.3** Meeting with the Contractor's Manager on a regular basis or as deemed necessary;
- 6.3.4** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.3.5** Informing Contractor of the name, address, telephone number and e-mail address of the CCA, in writing, at any time thereafter a change of CCA is made.

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

6.4 County Contract Program Manager (CCPM)

The responsibilities of the CCPM includes:

- 6.4.1** Providing 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;

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 the County in any respect whatsoever.

6.5 Contract Program Monitor (CPM)

The County will designate staff that will have the authority to act as the CPM. The CPM responsibilities may include but are not limited to:

- 6.5.1** Monitoring any and all tasks, deliverable, goods, services or other work provided by, or on behalf of, the Contractor.
- 6.5.2** Handling all matters of monitoring and daily service operations of the

Contract. The CPM reports to the CCA.

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

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

7.1 Contractor Manager

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

7.1.2 The Contractor will designate one person who will have the authority to act as the Contractor Manager on all matters pertaining to this Contract. Responsibilities of the Contractor Manager or alternate may include:

7.1.2.1 Be responsible for the Contractor's day-to-day activities as related to this Contract.

7.1.2.2 Meet and coordinate with the County's CCA and CPM on a regular basis;

7.1.2.3 Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract;

7.1.2.4 Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.

7.1.2.5 Be available on Saturdays, if required.

7.1.2.6 Be able to read, write, speak, and understand English.

7.1.2.7 Have passed a background check conducted by Contractor including Criminal Convictions, Welfare Fraud, and Employment History.

7.1.2.8 Possess the education, skills and experience levels as described in Contractor Manager and Management Coordinator Job Description contained in this Exhibit A-1, Statement of Work, Attachment 13.

7.2 Approval of Contractor's Staff

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

- 7.2.1** The Contractor Manager and any alternate will be identified in writing prior to the Contract start date and at any time thereafter a change of Contractor Manager is made.
- 7.2.2** The Contractor Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate Contractor to DPSS in any way whatsoever.
- 7.2.3** The Contractor will provide staff with background, experience and expertise to provide the services required in the Statement of Work.
- 7.2.4** All Contractor staff are expected to exhibit professional behavior at all times while performing services under this Contract. Failure to do so is grounds for the County to request Contractor to immediately remove such staff from working on this Contract.

7.3 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge that includes the employee's name and company. Such badge must be displayed on employee's person, at all times, while he/she is on duty.

7.4 Background and Security Investigations

- 7.4.1** 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, must 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

7.4.3 These terms will also apply to subcontractors of County contractors.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this subsection 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

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

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

7.5.3 Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.5.4** Contractor must sign and adhere to the provisions of Exhibit F-1, (Contractor Acknowledgement and Confidentiality Agreement).
- 7.5.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2, (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.5.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3, (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment must be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Office or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Office. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.3** The DPSS Director or his/her designee, or Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.4** For any change that does not materially affect the scope of work, or any other term or condition included in this Contract, a Change Notice will be prepared and signed by the County Contract Director and the Contractor.
- 8.1.5** The DPSS Director, or his/her designee, may prepare and sign Amendments to the Contract without further action by the County Board

of Supervisors under the following conditions:

- 8.1.5.1** Amendments must be in compliance with applicable County, State, and federal regulations.
- 8.1.5.2** The DPSS Director, or his/her designee, may without further action by County's Board of Supervisors prepare and sign Amendments to this Contract to update terms to reflect current County, State or federal regulations or policies; and/or to increase or decrease the maximum contract amount of no more than ten percent which is commensurate with an increase or decrease in the services being provided under this Contract.
- 8.1.5.3** The DPSS Director, or his/her designee, must obtain the approval of County Counsel for an amendment to this Contract.
- 8.1.5.4** The County Board of Supervisors and the State of California have appropriated sufficient funds.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3** Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest

therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.4** Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this 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 FY, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that FY 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** Within 15 business days after Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

- 8.5.1.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five business days for County approval.
- 8.5.1.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the CCD of the status of the investigation within five business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through must be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the CCD within three business days of mailing to the complainant.
- 8.5.2** The Contractor must report the following incidents to the County:
 - 8.5.2.1** Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report must be made in writing within 24 hours of occurrence.
 - 8.5.2.2** Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
 - 8.5.2.3** Any injury to a contractor employee that occurs on County property. This report must be submitted on a County "Non-employee Injury Report" to the CCA.
 - 8.5.2.4** Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

8.6 Compliance with Applicable Law

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

1. California Welfare & Institutions Code;
2. CDSS Manual of Policies and Procedures.
3. CDSS Operational Manual;
4. Social Security Act;
5. State Energy and Efficiency Plan (Title 24, California Administrative Code);
6. Clean Air Act (42 U.S.C. 7401-7671q);
7. Federal Water Pollution Control Act (33 U.S.C. 1251- 1387) as amended;
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}; and
10. Various State regulations and releases listed on several attached Exhibits.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.6 (Compliance with Applicable Laws) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be

entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI and VII of the Civil Rights Act of 1964, 42 USC Sections 2000 © (1) through 2000 © (17), to the end that no person will, on the grounds of race, color, ancestry, national origin (including language), ethnic group identification, age, physical or mental disability, medical condition, religion, sex, gender, gender identity or expression, sexual orientation, marital status, domestic partnership, political affiliation, citizenship, immigration status, and genetic information be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problems are identified in employment practices, the contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.7.5** In addition, Contractor will abide by all provisions contained in the Civil Rights Handbook. The Civil Rights Handbook incorporates the Civil Rights requirements and other mandated federal and State requirements that must be adhered to by DPSS, its Contractors, and subcontractors. They include, but are not limited to, the following:
 - 8.7.5.1** Ensuring that public contact staff performing work under this Contract, attends the mandatory DPSS- provided Civil Rights and Americans with Disabilities Act (ADA) Title II trainings;
 - 8.7.5.2** Effectively identifying the CalWORKs Participant's designated/preferred language;
 - 8.7.5.3** Ensuring that notices sent to CalWORKs Participants are in their respective designated/preferred language;

- 8.7.5.4** Providing interpreters so that DPSS can ensure meaningful access to services for all CalWORKs Participants;
- 8.7.5.5** Maintaining records that include any Civil Rights related correspondence pertaining to CalWORKs Participants;
- 8.7.5.6** Ensuring that all Civil Rights complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- 8.7.5.7** Collecting data necessary to monitor compliance with Civil Rights requirements;
- 8.7.5.8** Contractor must maintain records that include any Civil Rights related correspondence pertaining to participants, such as the Interpreter Services Statement and Confidentiality Agreement (CR 6181), which is used to document language services requirements when customers use their own interpreter; inform customers about risks when they use their own interpreter; document customers own interpreter confidentiality agreement, and must document in the case records whether language services and ADA accommodations were provided.
- 8.7.5.9** Contractor must ensure that the PUB 13, Your Rights Under California Benefits Programs and PA 2457, Civil Rights Information Notice is explained and reviewed with all clients and made available in all waiting areas in all DPSS threshold languages.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a

written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 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 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this paragraph of the Contract may

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will 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 will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. However, Contractor is bound by this Subsection 8.10 to the extent that this Subsection 8.10 does not contradict State law, a preexisting Collective Bargaining Agreement, or Contractor's Personnel Commission requirements.

8.11 Consideration of Hiring GAIN-START/CFET Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's GAIN Program or START Program who meet the Contractor's minimum

qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-START/CFET participants by job category to the Contractor. Contractors must report all job openings with job requirements to: GAINSTART@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/START/CFET job candidates.

- 8.11.2** In the event that both laid-off County employees and GAIN/START/CFET participants are available for hiring, County employees must be given first priority. However, Contractor is bound by this Subsection 8.11 to the extent that this Subsection 8.11 does not contradict State law, a preexisting Collective Bargaining Agreement, or Contractor's Personnel Commission requirements.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County Contractors.

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

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

<https://lacounty.gov/residents/public-safety/baby-safe-surrender-program/>

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

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

8.14.2 As required by the County's Child Support Compliance Program ([County](#)

[Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of 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 must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subsection 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, pandemics, 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").

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.22.2 The Contractor will 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 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 will be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with

any work performed by or on behalf of the Contractor pursuant to this Contract.

- 8.22.4** The Contractor must adhere to the provisions stated in subsection 7.5 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2** Renewal Certificates must be provided to County not less than ten days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

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

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

8.24.2.5 Certificates and copies of any required endorsements must be sent to the attention of the CCA listed in Exhibit D.

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.24.16 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor must pay full compensation for all costs incurred by the County.

8.25 Insurance Coverage

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer.

The written notice must be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or

delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.4 Property Coverage

Contractors given exclusive use of County owned or leased property must 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 must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.26 Liquidated Damages

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

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

- (a)** Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b)** Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is specified in the Performance

Requirements Summary (PRS) Chart, as defined in Exhibit A-1, Attachment 1, Exhibit A-2, Attachment 15, and Exhibit A-3, Attachment 19 hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

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

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This section must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

- 8.28.2.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4** 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.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subsection 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this subsection 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non-Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party. The other party must respond within one business day of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

8.31 Notices of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit

H (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subsection 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

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

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subsection 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the Contractor must file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) in paragraph 8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subsection 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five 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 must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Contract Director 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 must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor must 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 must ensure delivery of all such documents to the CCA listed on Exhibit D.

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

Failure of the Contractor to maintain compliance with the requirements set forth in subsection 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to subsection 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 180 days after the notice is sent.
- 8.42.1** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- 8.42.1.1** Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.1.2** Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.2** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Subsection 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of CCSM:
- 8.43.1.1** Contractor has materially breached this Contract; or
 - 8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods, and services similar to those so terminated. The Contractor will be liable

to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, pandemic, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term “subcontractor(s)” means subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of subsection 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of subsection 8.43 (Termination for Default) or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to subsection 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this subsection 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with

respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.45 Termination for Insolvency

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

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

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

8.45.2 The rights and remedies of the County provided in this subsection 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must 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 will constitute a material breach of this Contract, upon which the County may in its sole discretion,

immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this subsection 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in subsection 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will 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 will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor and its subcontractors must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). To the extent allowable under California Education Code Section 45125, Contractor shall comply with the hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

9 UNIQUE TERMS AND CONDITIONS

9.1 Certification Regrading 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. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor must immediately notify the County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.2 Child/Elder Abuse/Fraud Reporting

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

9.2.2 Contractor and County staff working on this Contract must comply with California Welfare and Institutions Code (W&IC), Section 15600 et seq. and must report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports must be made by telephone immediately to the Los Angeles County Aging and Disabilities Department hotline at (800) 477-3646 and must submit all required information, in accordance with the W&IC Sections 15630, 15633, and 15633.5.

9.2.3 Contractor and County staff working on this Contract must also immediately report all suspected or actual welfare fraud situations to the County via the 24 hours Central DPSS Fraud Reporting Line (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861 or California State Fraud Hotline (800) 822-6222.

9.3 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 Q (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](#)).

9.4 Data Destruction

9.4.1 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88>
[Rev.%201](#)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

9.4.2 Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor must provide County with written certification, within ten business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.5.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#)
- 9.5.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.5.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.5.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect support ting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- 9.5.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 9.5.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
- 9.5.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.6 Fiscal Accountability

Fiscal Policies/Procedures

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

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.7.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.7.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

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

9.7.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and

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

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the

State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Ownership of Materials Software, and Copyright

- 9.8.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter “materials”) which are originated or created through the Contractor’s work pursuant to this Contract. The Contractor, for valuable consideration herein provided, will execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor’s right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor’s work under this Contract.
- 9.8.2** During the term of this Contract and for five years thereafter, the Contractor will maintain and provide security for all of the Contractor’s working papers prepared under this Contract. The County will 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.
- 9.8.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County Contract Section Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as “Proprietary” or “Confidential” on each appropriate page of any document containing such material.
- 9.8.4** 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.
- 9.8.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under paragraph 9.8.4 for any of the Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by paragraph 9.8.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.8.6** All the rights and obligations of this subsection 9.8 will survive the expiration or termination of this Contract.

9.9 Patent Copyright and Trade Secret Indemnification

- 9.9.1** The Contractor will 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. The County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support the Contractor's defense and settlement thereof.
- 9.9.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:
- 9.9.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - 9.9.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or
 - 9.9.2.3** Modify the questioned equipment, part, or software so that it is free of claims.
- 9.9.3** The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.10 Shred Documents

Contractor must ensure that all confidential documents/papers, as defined under State law (including but not limited to W&IC Sections 10850, 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 8.38 – Record Retention & Inspection/Audit Settlement of this Contract are to be maintained for a period of five years.

9.11 Social Enterprise (SE) Preference Programs

- 9.11.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.11.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.11.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.11.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- 9.11.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 9.11.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
- 9.11.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

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

- 9.12.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.12.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.12.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, will maintain the confidentiality of any information obtained and must notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.13 Collective Bargaining Agreement

The Contractor must comply with California Department of Social Services Regulations Section 23-610 © (22). The Contractor agrees to provide the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the contracts.

9.14 Compliance with Auditor-Controller Contract Accounting and Administration handbook

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

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

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

9.15 Privacy and Confidentiality

The County and Contractor agree to review and comply with applicable privacy and security requirements Exhibit W-1, CDSS 2019 Data Privacy and Security Agreement (PSA), Exhibit W-2, DHCS 2019 Medi-Cal PSA and PSA, and the Exhibit W-3, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration (SSA) document titled TSSR in order to ensure the privacy and security of the CalSAWS, Social Security Administration (SSA), MEDS, Applicant Income, IEVS, and PII data that is covered by these agreements and accessed or provided through DPSS

- A.** Contractor Staff may use or disclose PII only as permitted in this Contract and only to assist in the administration of programs in accordance with 45 C.F.R. § 205.50 et seq. and W&IC section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No Staff will duplicate, disseminate or disclose PII except as allowed in this Contract.
- B.** Contractor Staff may use or disclose Medi-Cal PII only as permitted in this Contract and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No Staff will duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Contract.
- C.** Pursuant to this Contract, Contractor Staff may only use Medi-Cal PII or PII to assist in administering their respective programs.
- D.** Access to Medi-Cal PII or PII will be restricted to Contractor Staff who need to perform their official duties to assist in the administration of their respective programs.
- E.** Contractor Staff who access, disclose or use Medi-Cal PII or PII in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

9.16 Personnel Controls

Contractor agrees to advise employees who have access to Medi-Cal PII or PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and State laws. For that purpose, the Contractor will implement the following personnel controls:

A. Employee Training

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

1. Provide initial privacy and security awareness training to each new employee within 30 days of employment;
2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Contract to all employees.
3. Maintain records indicating each employee's name and the date on which the privacy and security awareness training was completed and;
4. Retain training records for a period of five years after termination of the Memorandum of Understanding (MOU).

B. Employee Discipline

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

C. Confidentiality Statement

Ensure that all employees sign a confidentiality statement. The statement will be signed by employees prior to accessing Medi-Cal PII or PII and annually thereafter. Signatures may be physical or electronic. The signed statement will be retained for a period of five years after the termination of the Contract if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit W-3.

The statement will include, at a minimum, a description of the following:

1. General Use of Medi-Cal PII or PII;

2. Security and Privacy Safeguards for Medi-Cal PII or PII;
3. Unacceptable Use of Medi-Cal PII or PII; and
4. Enforcement Policies.

D. Background Screening

1. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening will be done for those employees who are authorized to bypass significant technical and operational security controls.
2. Contractor will retain each employees background screening documentation for a period of three years following conclusion of employment relationship or five years following termination of the Contract, whichever is later.

9.17 Management Oversight and Monitoring

To ensure compliance with the privacy and security safeguards in this Contract the Contractor will perform the following:

- A. Conduct periodic privacy and security reviews of work activity by employees, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII or PII.
- B. The periodic privacy and security reviews will be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of Medi-Cal PII or PII.

9.18 Information Security and Privacy Staffing

Contractor agrees to:

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

related controls stated in this Contract.

9.19 Physical Security

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

- A.** Secure all areas of the Contractor facilities where employees assist in the administration of their program and use, disclose, or store Medi-Cal PII or PII.
- B.** These areas will be restricted to only allow access to authorized individuals by using a photo identification badge.
- C.** Require employees to wear badges where Medi-Cal PII or PII is used, disclosed, or stored.
- D.** Ensure each physical location, where Medi-Cal PII or PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- E.** Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII or PII is used, disclosed, or stored. Video surveillance systems are recommended.
- F.** Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII or PII have perimeter security and physical access controls that limit access to only authorized employees. Visitors to the data center area will be escorted at all times by authorized employees.
- G.** Store paper records with Medi-Cal PII or PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are Contractor and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII or PII be locked up when unattended at any time, not just within multi-use facilities.
- H.** Contractor will have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the employee can transport Medi-Cal PII or PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its employee to leave records unattended in vehicles will include provisions in its policies to ensure that the Medi-Cal PII or PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII or

PII be left unattended in a vehicle overnight or for other extended periods of time.

- I. Contractor will have policies that indicate employees are not to leave records with Medi-Cal PII or PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- J. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

9.20 Technical Security Controls

A. Workstation/Laptop Encryption

All workstations and laptops, which use, store and/or process Medi-Cal PII or PII, will be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution will be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

B. Server Security

Servers containing unencrypted Medi-Cal PII or PII will have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the NIST Special Publication (SP) 800- 53, Security and Privacy Controls for Federal Information Systems and Organizations.

C. Minimum Necessary

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

D. Mobile Device and Removable Media

All electronic files, which contain Medi-Cal PII or PII, will be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption will be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. Antivirus Software

All workstations, laptops and other systems, which process and/or store Medi-Cal PII or PII, will install and actively use an antivirus software solution.

Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management

1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII or PII, will have critical security patches applied, with system reboot if necessary.
2. There will be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical will be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within seven days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, will have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls

1. All users will be issued a unique user name for accessing Medi-Cal PII or PII.
2. Username will be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee. Note: 24 hours is defined as one working day.
3. Passwords are not to be shared.
4. Passwords will be at least eight characters.
5. Passwords will be a non-dictionary word.
6. Passwords will not be stored in readable format on the computer or server.
7. Passwords will be changed every 90 days or less. It is recommended that passwords be required to be changed every sixty 60 days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords will be changed if revealed or compromised.
9. Passwords will be composed of characters from at least three of the four of the following groups from the standard keyboard:
 - a. Upper case letters (A-Z)

- b. Lower case letters (a-z)
- c. Arabic numerals (0-9)
- d. Special characters (!,@,#, etc.)

H. User Access

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

I. Data Destruction

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

J. System Timeout

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

K. Warning Banners

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

- 1. Data is confidential;
- 2. Systems are logged;
- 3. System use is for business purposes only, by authorized users; and
- 4. Users will log off the system immediately if they do not agree with these requirements.

L. System Logging

- 1. The systems that provide access to Medi-Cal PII or PII will maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII or PII, or alters Medi-Cal PII or PII.
- 2. The audit trail will:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;

- c. Be read-access only; and
 - d. Be restricted to authorized users of the audit trail.
3. If Medi-Cal PII or PII is stored in a database, database logging functionality will be enabled.
 4. Audit trail data will be archived for at least three years from the occurrence.

M. Access Controls

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

N. Transmission Encryption

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

O. Intrusion Prevention

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

9.21 Audit Controls

A. System Security Review

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

B. Log Reviews

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

C. Change Control

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

D. Anomalies

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

9.22 Business Continuity/Disaster Recovery Controls

A. Emergency Mode Operation Plan

Contractor will establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII or PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours. It is recommended that Contractor conduct periodic disaster recovery testing, including connectivity exercises conducted with DPSS, if requested.

B. Data Centers

Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII or PII, will include environmental protection such as cooling; power; and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.

C. Data Backup and Recovery Plan

1. Contractor will have established documented procedures to backup Medi-Cal PII or PII to maintain retrievable exact copies of Medi-Cal PII or PII.
2. The documented backup procedures will contain a schedule which includes incremental and full backups.
3. The procedures will include storing backups containing Medi-Cal PII or PII offsite.

4. The procedures will ensure an inventory of backup media.
5. Contractor will have established documented procedures to recover Medi-Cal or PII data.
6. The documented recovery procedures will include an estimate of the amount of time needed to restore the Medi-Cal or PII data.
7. It is recommended that the Contractor periodically test the data recovery process.

9.23 Paper Document Controls

A. Supervision of Data

Medi-Cal PII or PII in paper form will not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. Data in Vehicles

Contractor will have policies that include, based on applicable risk factors, a description of the circumstances under which the Staff can transport Medi-Cal PII or PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its Staff to leave records unattended in vehicles, it will include provisions in its policies to provide that the Medi-Cal PII or PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII or PII to be left unattended in a vehicle overnight or for other extended periods of time.

C. Public Modes of Transportation

Medi-Cal PII or PII in paper form will not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

D. Escorting Visitors

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

E. Confidential Destruction

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

F. Removal of Data

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

G. Faxing

1. Faxes containing Medi-Cal PII or PII will not be left unattended and fax machines will be in secure areas.
2. Faxes will contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers will be verified with the intended recipient before sending the fax.

H. Mailing

1. Mailings containing Medi-Cal PII or PII will be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII or PII in a single package will be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from DPSS to use another method.

9.24 Notification and Investigation of Breaches and Security Incidents

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

A. Initial Notice to DPSS

Contractor will provide initial notice to DPSS, by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or PII or potential loss of Medi-Cal PII or PII. DPSS is acting on behalf of CDSS/DHCS for purposes of receiving reports of privacy and information security incidents and breaches. Contractor agrees to perform the following incident reporting to DHCS:

1. If a suspected security incident involves Medi-Cal PII or PII provided or verified by SSA, the Contractor will immediately notify DPSS upon discovery. For more information on SSA data, please see the Definition section of this Contract.

2. If a suspected security incident does not involve Medi-Cal PII or PII provided or verified by SSA, the Contractor will notify DHCS within one working day of discovery.

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

Contractor will notify DPSS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice will be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The Contractor will use the most current version of this form, which is available on the DHCS Privacy Office website at:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>

All PIRs and supporting documentation are to be submitted to DPSS via email using the “DHCS Breach and Security Incidents Reporting” contact information found below in Subsection F.

A breach will be treated as discovered by the Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the Contractor.

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

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
2. Any action pertaining to such occurrence required by applicable federal and State laws and regulations.

B. Investigation and Investigative Report

Contractor will immediately investigate breaches and security incidents involving Medi-Cal PII or PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DPSS within 72 hours of the discovery. The updated PIR will include any other applicable information related to the breach or security incident known at that time.

C. Complete Report

If all of the required information was not included in either the initial report or

the investigation PIR submission, then a separate complete report will be submitted within ten working days of the discovery. The Complete Report of the investigation will include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report will also include a Corrective Action Plan (CAP) that will include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the Contractor will make reasonable efforts to provide DPSS with such information. If necessary, Contractor will submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

D. Notification of Individuals

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

1. If the cause of the breach is attributable to the Contractor or its subcontractors, agents or vendors, the Contractor will pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to DPSS/CDSS/DHCS, DPSS/CDSS/DHCS will pay any costs associated with such notifications, as well as any costs associated with the breach. If there is any question as to whether DPSS/CDSS/DHCS or the Contractor is responsible for the breach, DPSS/CDSS/DHCS and the Contractor will jointly determine responsibility for purposes of allocating the costs;
2. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII or PII will comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days from discovery;
3. The CDSS Information Security and Privacy Bureau or DHCS Privacy Office will approve the time, manner and content of any such notifications and their review and approval will be obtained before notifications are made. If notifications are distributed without CDSS/DHCS review and approval, secondary follow-up notifications may be required; and

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

E. Responsibility for Reporting of Breaches when Required by State or Federal Law

If the cause of a breach of Medi-Cal PII or PII is attributable to the Contractor or its agents, subcontractors or vendors, the Contractor is responsible for all required reporting of the breach. If the cause of the breach is attributable to DPSS, DPSS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, DPSS and the Contractor will coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

F. DPSS Contact Information

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

DPSS Department Information Security Officer	DPSS County Contract Administrator
Department of Public Social Services Bureau of Contract and Technical Services 12860 Crossroads Parkway South – City of Industry, CA 91746-3411 Email:CISO@dpss.lacounty.gov Telephone: (562) 908-8496 <i>The preferred method of communication is email, when available. Do not include any PII unless requested by the Department Information Security Officer.</i>	Department of Public Social Services Contract Administration and Monitoring Division 12900 Crossroads Parkway South – East Annex, 2nd Floor City of Industry, CA 91746-3411 Email:margaretmuniz@dpss.lacounty.gov Telephone: (562) 908-8368 <i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by Contract Management Division.</i>

9.25 Compliance with SSA Agreement

Contractor agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS/DHCS, and in

the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Contract and available upon request. If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Contract, the most stringent standard will apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII or PII.

If SSA changes the terms of its agreement(s) with DPSS/CDSS/DHCS, DPSS/CDSS/DHCS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of 30 days, DPSS/CDSS/DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate.

After the 30-day period, CDSS/DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DPSS will supply copies of the changed agreement to the CWDA and the Contractor, along with the compliance date expected by SSA. If the Contractor is not able to meet the SSA compliance date, it will submit a CAP to DPSS for review and approval at least 30 days prior to the SSA compliance date. Any potential Contractor resource issues may be discussed with DPSS/CDSS/DHCS through a collaborative process in developing their CAP.

A copy of Exhibit W-3 can be requested by authorized Contractor individuals by emailing DPSS using the contact information listed in Section 9.15 Privacy and Confidentiality, 9.24, Notification and Investigation of Breaches and Security Incidents, (F), DPSS Contact Information, of this Contract.

9.26 Compliance with Department of Homeland Security Agreement

Contractor agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS/DHCS, which is hereby incorporated into this Contract and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Contract, the most stringent standard will apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII or PII.

If DHS-USCIS changes the terms of its agreement(s) with CDSS/DHCS, CDSS/DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the CDSS/DHCS proposed target date for compliance. For a period of 30 days, CDSS/DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30-day period, CDSS/DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS/DHCS will supply copies of the changed

agreement to the CWDA and the Contractor, along with the compliance date expected by DHS- USCIS. If the Contractor is not able to meet the DHS-USCIS compliance date, it will submit a CAP to CDSS/DHCS for review and approval at least 30 days prior to the DHS-USCIS compliance date. Any potential Contractor resource issues may be discussed with CDSS/DHCS through a collaborative process in developing their CAP.

A copy of the CMA can be requested by authorized Contractor individuals by emailing DPSS using the contact information listed in Section 9.15 Privacy and Confidentiality, 9.24, Notification and Investigation of Breaches and Security Incidents, (F), DPSS Contact Information, of this Contract.

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

Contractor agrees to enter into written agreements with all agents, subcontractors and vendors that have access to Contractor Medi-Cal PII or PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the Contractor with respect to Medi-Cal PII or PII upon such agents, subcontractors, and vendors. These will include, (1) restrictions on disclosure of Medi- Cal PII or PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII or PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or PII be reported to the Contractor. If the agents, subcontractors, and vendors of Contractor access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the Contractor will also incorporate the Contract's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

9.28 Assessments and Reviews

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

9.29 Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DPSS/CDSS/DHCS based upon claimed violations by the Contractor of the privacy or security of Medi-Cal PII or PII or of federal or state laws or agreements concerning privacy or security of Medi- Cal PII or PII, the Contractor will make all reasonable effort to make itself and Contractor Staff assisting in the administration

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

9.30 Amendment of Agreement

DPSS and the Contractor acknowledge that federal and State laws relating to data security and privacy are rapidly evolving and that an amendment to this Contract may be required to provide for procedures to ensure compliance with such developments. Upon request by DPSS, the Contractor agrees to promptly enter into negotiations with DPSS concerning an amendment to this Contract as may be needed by developments in federal and State laws and regulations. In addition to any other lawful remedy, DPSS may terminate this Contract upon 30 days written notice if the Contractor does not promptly agree to enter into negotiations to amend this Contract when requested to do so, or does not enter into an amendment that DPSS deems necessary.

9.31 Survival

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

9.32 Termination for Cause

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

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10 SURVIVAL

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

Paragraph 1	(Applicable Documents)
Paragraph 2	(Definitions)
Paragraph 3	(Work)
Paragraph 5.4	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.6.2	
Paragraph 8.19	(Fair Labor Standards)
Paragraph 8.20	(Force Majeure)
Paragraph 8.21	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.23	(Indemnification)
Paragraph 8.24	(General Provisions for all Insurance Coverage)
Paragraph 8.25	(Insurance Coverage)
Paragraph 8.26	(Liquidated Damages)
Paragraph 8.34	(Notices)
Paragraph 8.38	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.42	(Termination for Convenience)
Paragraph 8.43	(Termination for Default)
Paragraph 8.48	(Validity)
Paragraph 8.49	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 9.8	(Ownership of Materials, Software and Copyright)
Paragraph 9.9	(Patent, Copyright and Trade Secret Indemnification)
Paragraph 10	(Survival)

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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 Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR NAME:

By _____
Karen Kimmel
Chief Financial Officer

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Melinda White-Svec
Principal Deputy County Counsel

Date: _____

EXHIBIT A-1, STATEMENT OF WORK

JOB READINESS AND CAREER PLANNING

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PREAMBLE

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

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

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

STATEMENT OF WORK

1 GENERAL

1.1 Scope of Work

1.1.1 Contractor will provide JRCP Services Countywide.

1.1.2 Contractor will conduct Orientation and Focus 360 at approved Contractor sites in person or in a hybrid format. In addition, upon written approval from the County, Contractor will develop and conduct Focus 360 sessions or other related activities remotely for participants who would benefit from attending virtually, this includes during a natural or manmade disaster or pandemic/epidemic. In such cases when the participant does not have an adequate electronic device, County will be responsible for providing ancillary supportive services (payments issued to cover the cost of items and/or services necessary for participation in an approved Welfare-to-Work activity) to each participant approved for Focus 360 sessions or other related activity.

1.1.3 In the provision of all JRCP Services activities, Contractor will stress and reinforce the message that the purpose of the GAIN Program and the Refugee Employment Program (REP) is to focus on the whole person approach to career development. Adopting a 360 or “full circle” approach recognizes that actual professional development is also personal and for the GAIN/REP participant to go from welfare to work they must embrace/address the numerous roles they have both inside and outside of work.

1.1.4 Except for those items listed in Section 2, County Furnished Items, hereunder, the Contractor will provide all personnel, materials, supervision, and other items or services necessary to provide the JRCP Services set forth hereunder for a population with economic, educational, and social barriers.

The clientele for which Contractor will provide the services described hereunder consists of CalWORKs participants, who are eligible for WtW services, in the County’s GAIN Program, and REP program participants, as well as children/youth whose parents are in Family Stabilization (FS) and Exempt Volunteers, including CalWORKs eligible youth (Non FS) ages 16-18 who are in high school participating as Exempt Volunteers, contingent upon available funding.

CalWORKs and RCA participants may have varying work history/skills, acculturation needs, learning disabilities, language barriers (limited English), educational levels, childcare needs, and may require specialized services, e.g., Domestic Violence, Substance Use Disorder, and Mental Health.

- 1.1.5** The Contractor will provide services to qualified participants that fall into the two major categories below. A flow chart, with the sequence of these activities, is contained in Exhibit A-1, Attachment 6, Job Readiness Career Planning Services Flow Chart.
- 1.1.5.1** A one-day Orientation activity which will include the specific tasks outlined in Exhibit A-1, Subsection 4.6, Orientation Services. The Orientation activity is the first day of Focus 360, described below.
- 1.1.5.2** A multi-week Focus 360 activity which will include, but is not limited to, the specific tasks outlined in Exhibit A-1, Subsection 4.7, Focus 360 Services. Focus 360 for English, Spanish, and Non-English/Non-Spanish (NE/NS) speaking participants has a duration of four weeks.
- 1.1.5.3** Additional curriculum topics will be considered for REP Focus 360 multilingual participants to review acculturation information determined to be beneficial to NE/NS participants as determined by the County.
- 1.1.6** The Contractor will comply with all CalWORKs laws and updates and the County of Los Angeles CalWORKs Plan, in the provision of the JRCP Services described above and as further detailed below.
- 1.1.7** The Contractor may be required to have County staff collocate at its Focus 360 sites to facilitate communications/services with the case management staff.
- 1.1.8** Contingent upon available funding Contractor will administer/reinstate an Incentive Program. The program would operate within the Fiscal Year of funding availability.
- 1.1.9** Contractor will provide Tutoring services to children/youth whose parents are in Family Stabilization (FS) and Exempt Volunteers, including CalWORKs eligible youth (non-FS) ages 16-18 who are in high school participating as Exempt Volunteers. through subcontractor or contractor's staff.
- 1.1.10** Tutoring services will include an academic assessment of the child's needs in order to develop an individualized learning plan, which will indicate the subject(s) in which tutoring will be provided, the goal/target, the range of number of hours of instruction needed, and the mode of delivery will be virtual or in person. Additional indicators may be added upon request by the County.

- 1.1.11** Contractor will inform CalWORKs GAIN participants that GAIN seeks to disrupt the cycle of poverty by simultaneously focusing, not only on the needs of the parents, but also on the needs of their school-age children by offering tutoring services if eligible and contingent upon available funding.
- 1.1.12** Contingent upon available funding and regardless of the participation status of the parent in Focus 360 or other GAIN activity, Tutoring services will be made available virtually or in person to children/youth whose parents are in Family Stabilization (FS) and Exempt Volunteers, including CalWORKs eligible youth (non-FS) ages 16-18 who are in high school participating as Exempt Volunteers. The tutoring services may be provided by the Contractor, subcontractor, private and/or public firms.
 - 1.1.12.1** Contingent upon changes in State regulations and funding availability, Tutoring services will be provided to all CalWORKs children/youth.

1.2 Quality Control

The Contractor will establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of this Contract.

The Plan will include, but may not be limited to, the following:

- 1.2.1** Method for assuring that professional staff rendering services under this Contract has qualifying experience, including qualified staff with an approved academic college education/and or academic tutoring certification/credentials related degree approved by LACOE, Live Scan, and/or other background clearances required for working with children/youth in Tutoring services.
- 1.2.2** A method of monitoring to ensure that Contract requirements are being met;
- 1.2.3** A method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.2.4** A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request;
- 1.2.5** A method for monitoring subcontractors for compliance and quality of services; and

- 1.2.6** Data Collection and Monitoring systems to ensure that services are equitable for all GAIN participants including those who are immigrants, refugees and limited-English proficient.

1.3 Government Observations

Federal, State, and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, and documents under this Contract at any time during normal working hours. However, personnel may not unreasonably interfere with Contractor's performance.

1.4 Attendance and Notice of Meetings

The Contractor will have appropriate levels of staff attend all meetings requested by the County. The Contractor may request meetings with the County as needed with five business days' advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

1.5 Communication

The County will notify the Contractor verbally and with written confirmation upon County's identification of any problems in the Contractor's performance of this Contract. Contractor will respond in writing to the County's inquiries within five business days clarifying the stated problem(s) or confirming corrective action to the County's satisfaction.

1.6 Hours of Operation

- 1.6.1** The Contractor will be available to provide services to the County during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. To accommodate participants, the Contractor may also be required to conduct Job Readiness, Workforce Preparation, and Tutoring services as required by the County during outside business hours.
- 1.6.2** The Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of County holidays to the Contractor within 30 calendar days of the Contract start date, and annually, at the beginning of the calendar year.
- 1.6.3** Contractor Manager will provide a list of Contractor holidays to County when the Contract is approved and prior to subsequent calendar years.

1.7 Telework

Telework is an alternate work method which may be used to meet the needs of the Contractor. This can be either at a home or another work location which is less than fifty percent of the normal commute from home to work. Telework is an option

that Contractor may choose to make available to qualified staff when a mutually beneficial situation exists. It is not a universal staff benefit. Staff do not have a "right" to telework and this work option may be terminated by either the Contractor or the County at any time.

2 COUNTY FURNISHED ITEMS

2.1 Facilities

The County will provide necessary space, furniture, utilities, internet access or Internet Service Provider (ISP), equipment, and telephones for the Contractor to conduct Orientation and Focus 360 at specified DPSS GAIN Regional Offices and Sub-Offices and other locations which may be identified by the County, as necessary. Exhibit A-1, Attachment 8, provides a listing of Regional GAIN Offices and Sub-Offices. Those Regional GAIN Offices and Sub-Offices at which DPSS provides facilities for Orientation and Focus 360 are indicated on Exhibit A-1, Attachment 8.

Should there be a need for a change in locations for Contractor provided facility as listed on Exhibit A-1, Attachment 9, County shall work with the Contractor to identify facilities to ensure appropriate service continuity.

2.2 Services

The County will provide training in the following areas to appropriate contractor staff:

- 2.2.1** GAIN Orientation;
- 2.2.2** CalSAWS computer system;
- 2.2.3** DPSS policy and procedures on language access, including how to work effectively with interpreters for Non-English (NE) Speaking and Limited English Proficient (LEP) GAIN/REP participants;
- 2.2.4** DPSS GAIN Policy;
- 2.2.5** Methods to access and use State and County-translated documents;
- 2.2.6** Civil Rights issues affecting NE/LEP GAIN/REP participants;
- 2.2.7** DPSS Civil Rights requirements and "refresher" training on these requirements; and
- 2.2.8** Appropriate tools and methodology for appraising NE/LEP GAIN/REP participants.

2.3 Security for Computer Data System Equipment

- 2.3.1** If the Contractor is utilizing any DPSS developed and approved computer data system, the Contractor will provide all security measures to ensure that the DPSS computer system data is secured and maintained.
- 2.3.2** The Contractor may request access to the County Virtual Private Network (VPN) to access County designated and approved DPSS system data screens by submitting a request through the established procedure set by DPSS.
- 2.3.3** The Contractor will provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN. Contractor will safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County's User policies and Employee Acknowledgment and Confidentiality Agreements. The Contractor will follow County policies by sharing the user policy with its employees, obtaining signed User Agreements, obtaining signed Employee Acknowledgment and Confidentiality Agreements, and by monitoring compliance.
- 2.3.4** The Contractor will inform the County within one business day from the date the Contractor is notified that the Contractor staff is no longer working under this contract to ensure access to the County data system is removed and VPN access revoked.
- 2.3.5** The Contractor will maintain the security and integrity of the DPSS computer systems by having up-to-date DPSS User Agreements on- file for each end-user and disallowing the sharing of access codes and passwords between staff.
- 2.4 Materials**
- The County will supply the following materials:
- 2.4.1** GAIN plans and updates;
- 2.4.2** CalSAWS instructional material and security information;
- 2.4.3** Labor Market Information is at www.labormarketinfo.edd.ca.gov;
- 2.4.4** State Workers' Compensation Claim Forms: the Employer Report of Inquiry, SCIF 3067, and the Employee Claim Form, SCIF 3301;
- 2.4.5** GAIN-related (GN series) forms at start-up and ongoing, as needed and as updated/revised;
- 2.4.6** Listing of County-approved Domestic Violence, Substance Use Disorder, and Mental Health Service Providers;

- 2.4.7** All required posters;
- 2.4.8** Literacy Screening Tool;
- 2.4.9** The Gaining Opportunity and Living Skills (GOALS) materials in English, Spanish, Armenian, Cambodian, Cantonese, Mandarin, Korean, Russian, Vietnamese, Farsi and Tagalog;
- 2.4.10** Targeted Job Tax Credit, Earned Income Tax Credit and Advanced Earned Income Tax Credit forms; and
- 2.4.11** List of County-recognized holidays.

3 CONTRACTOR FURNISHED ITEMS

3.1 Facilities

- 3.1.1** Other than those identified in Section 2 (County Furnished Items), Subsection 2.1 (Facilities), Contractor will provide all facilities for Focus 360 and will include no-cost parking spaces for County-designated staff and GAIN participants at each facility through June 30, 2025. Should there be a need for a change in locations, County shall work with the Contractor to identify facilities to ensure appropriate service continuity.
- 3.1.2** Facilities will be in close proximity to Regional GAIN/REP offices and Sub-Offices and will be within one-hour travel time using public transportation from the Regional GAIN/REP Office/Sub-Office. The locations of the GAIN offices and Sub-Offices are contained in Statement of Work, Exhibit A-1, Attachment 8. Contractor will obtain DPSS approval prior to leasing any facility.

3.2 Equipment/Supplies/Materials

- 3.2.1** The Contractor will furnish all equipment and supplies necessary to perform all services required by this Contract which are not provided by the County, as needed and approved by County. In emergent situations, in which site closure(s) are required or there is a need to implement social distancing measures, this may include laptop computers required by participants who need to complete Focus 360 or other related activities remotely.
- 3.2.2** The Contractor will furnish desks, tables, chairs, utilities, telephones, and internet access for LACOE Focus 360 facilities.
- 3.2.3** With the exception of County-furnished items as stated in Section 2, County Furnished Items, the Contractor will obtain all equipment necessary to perform all services required by this Contract in accordance with Exhibit B (Contract Budget), hereunder.

- 3.2.4** The Contractor will establish and maintain an inventory of all equipment purchased by Contractor using County funds. The inventory will include the following after the start of this Contract:
- 3.2.4.1** Name and phone number of Contractor's contact person where equipment is located;
 - 3.2.4.2** Address where equipment is located;
 - 3.2.4.3** Type of equipment;
 - 3.2.4.4** Brand, model, and serial number of equipment;
 - 3.2.4.5** County bar-code number on equipment;
 - 3.2.4.6** Date of purchase and date of delivery; and
 - 3.2.4.7** Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 3.2.5** The Contractor will establish and maintain an inventory of all County-furnished equipment, material, etc. purchased and utilized for this and any prior Contract between the Contractor and the County for services herein.
- 3.2.6** The Contractor will update the equipment inventory no less than on a semi-annual basis and will provide the County an updated inventory list during the term of this Contract upon request.
- 3.2.7** Unless applicable federal or State law requires otherwise, the County will be sole owner of all rights, title and interest in any and all equipment purchased by the Contractor with County funds and equipment furnished by the County to Contractor, pursuant to this Contract.
- 3.2.8** Equipment/supplies with a current per-unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of by the contractor with no further obligation to the Federal awarding agency. The County will no longer retrieve equipment/supplies valued at \$5,000 or less when a contract expires.
- 3.2.9** Equipment/supplies with a current per-unit fair market value in excess of \$5,000 may be retained by contractor or sold. The County is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the County's percentage of the original purchase price. If the equipment is sold, the County may permit the Contractor to deduct and retain \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

- 3.2.10** The Contractor will provide all Contractor-developed curricula approved by the County and the translations of the curricula in the languages required by the County.
- 3.2.11** The Contractor will post all required posters as directed by the County.
- 3.2.12** Contractor will provide and maintain a clothing closet of professional attire for men and women as part of Focus 360 services for the GAIN participants which enables them to have clothes to meet the dress code requirement for job interviews and to start employment. The maximum amount allocated per Fiscal Year is \$125,000.

3.3 Training

- 3.3.1** The Contractor will provide training to all Contractor employees who work directly with GAIN/REP participants on all Contractor-developed curricula, and Contractor Orientation staff will be trained in the County's GOALS motivational program or other motivational programs with the County's approval prior to the Contract start date, and for future newly hired employees, prior to performing the Contract services.

- 3.3.2** The Contractor will provide an orientation program for new employees who will work directly with GAIN/REP participants and children/youth participating in the Tutoring services within 30 calendar days after they start employment with Contractor.

The Program will provide training at a minimum to include the following:

- a.** Orientation to the GAIN Program;
- b.** Cultural awareness, Civil Rights training and ADA Title II;
- c.** Child and elder abuse awareness and reporting training;
- d.** Training on how to identify and assist GAIN/REP participants in coping with and overcoming specific barriers to employment; and
- e.** Training on identifying and reporting sexual harassment.

- 3.3.3** The Contractor will provide a one-day orientation for new employees every ninety days. The Contractor will report the names of all new employees who attended the training on the Monthly Management Report (MMR).

- 3.3.4** Throughout each Contract year, Contractor will provide training workshops for direct services management and non-management staff. Workshop topics will include employee relations, organization and

management orientation, building an effective working relationship with your manager, establishing performance expectations, taking corrective action, personal strategies for navigating change, speaking with confidence, moving from conflict to collaboration and what it takes to succeed at LACOE.

- 3.3.5** The Contractor will ensure that training is scheduled so as not to interfere or adversely affect Contractor's delivery of the Contract services.

3.4 CalSAWS Inventory Maintenance

Contractor will maintain a computerized Focus 360 inventory using CalSAWS. Inventory updates will be made within five business days after any change occurs in the data specified below. The following information and any other data that may be required will be included in the inventory:

- a. Name of Focus 360 site (Contractor facility);
- b. Focus 360 site address;
- c. Contact person and his/her telephone number;
- d. Language capabilities available;
- e. Focus 360 services offered, e.g., Focus 360 activity; and
- f. Specialized Services, if any.

3.5 Security for Contractor's Facilities

The Contractor will provide on-site security personnel at Contractor-leased Focus 360 facilities upon written notification by County.

3.6 Civil Rights Complaint Procedures

In addition to complying with Subsection 8.7 of the Contract, Compliance with Civil Rights Laws, Contractor will comply with the Civil Rights requirements as directed by DPSS, which include, but are not limited to the following:

- 3.6.1** The Contractor will provide and assist CalWORKs Participants with completing a PA 607, Complaint of Discriminatory Treatment or GEN 1179, Complaint of Discrimination (if the participant's preferred language is a non-DPSS threshold language) in the participant's primary language. In addition, Contractor will inform CalWORKs Participants of their right to file a verbal complaint through the Civil Rights Hotline and provide them the hotline telephone number, (562) 908-8501.

- 3.6.2** Contractor will maintain a log of Civil Rights complaints.
- 3.6.3** Contractor Manager will act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and DPSS' Civil Rights Section (CRS).
- 3.6.4** The Contractor Manager/CRLs will forward all PA 607s to the CCA within two business days.
- 3.6.5** Contractor Manager/CRLs will not attempt to investigate Civil Rights complaints. Investigations are handled by CRS.

3.6.6 Civil Rights Compliance

Services must be provided without undue delay to non-English and limited English proficient participants using bilingual staff, the DPSS approved translation services. Participants must not be required to provide their own interpreter at any time.

4 SPECIFIC TASKS

4.1 Contractor Management Services

Contractor will provide all management services necessary for provision of the JRCP Services which consists of Orientation, Focus 360, Short Term Training and Tutoring services for children/youth whose parents are in Family Stabilization (FS) and Exempt Volunteers, including CalWORKs eligible youth (non-FS) ages 16-18 who are in high school participating as Exempt Volunteers, contingent upon available funding. Management services may include, but are not limited to:

- 4.1.1** Planning, coordinating, implementing and monitoring of Orientation, Focus 360, Short Term Training and Tutoring service delivery;
- 4.1.2** Ensuring that there are sufficient professional, experienced, bilingual, and competent staff to administer the Job Readiness and Workforce Preparation Segment to the County's CalWORKs/RCA population in all languages.
 - 4.1.2.1** Contractor will provide County with standards used to certify fluency of staff providing services in languages other than English upon request.
- 4.1.3** Contractor will also ensure that qualified and experienced staff administer tutoring services to the children/youth whose parents are in Family Stabilization (FS) and Exempt Volunteers, including CalWORKs eligible youth (non-FS) ages 16-18 who are in high school participating as Exempt Volunteers.
- 4.1.4** Ensuring that NE/NS participants in both the threshold and non-

threshold languages are provided similar Orientation and Focus 360 Services. Cultural considerations should be considered for non-threshold languages NE/NS participants.

4.1.4.1 Threshold languages are: Chinese, Tagalog, Spanish, Korean, Farsi, Armenian, Russian, Cambodian, and Vietnamese. Threshold languages are re-evaluated by DPSS Civil Rights Section on a monthly basis. If there is a change in the threshold languages, DPSS will notify the Contractor who must adhere to the new threshold language policy.

4.1.4.2 For the non-threshold NE/NS participants, Contractor will provide a facilitator or translator in the participant's native language. In the event a language-specific translator is not available, a LACOE facilitator will deliver the NE/NS services with the aid of the telephone translation services.

4.1.5 The Contractor will be responsive to the specific needs of the community it serves. This includes hard-to-serve populations, including homeless participants.

4.1.6 The Contractor will create curriculum and motivational materials which will enhance the GOALS material and the overall Focus 360 outcomes and participant experience. The Contractor may experiment with different motivational and job search ideas with County approval. This may include implementing pilots at specific Focus 360 sites to test various innovative ideas including nontraditional Focus 360 such as time management, how to plan for unexpected personal and family emergencies, and building resiliency. This can include different approaches to meet the needs of the participants of the varying areas/communities/ethnicities of Los Angeles County, including hard-to-serve populations.

4.1.6.1 The Contractor will submit curriculum for County approval within 60 days from the start of the contract.

4.1.6.2 The County and Contractor will evaluate the success of the approaches and decide if County- wide implementation is appropriate. If appropriate, the Contractor will implement within 30 days at all sites. County-wide implementation can be made prior to the end of the first year if County so directs.

4.1.6.3 Contractor, at the County's sole direction, if funding is available, may create and provide motivational training for both County and Contractor staff with the purpose of increasing job placements.

4.1.7 The Contractor may conduct and work with educational/training providers to develop classes for WtW participants which lead to

employment at the conclusion of these classes. Classes must be approved by the County, contingent upon the availability of funding. This may include classes for NE/NS participants.

4.1.8 The Contractor will implement and provide specialized short-term training classes for WtW participants based on the demand occupations in the current labor market, as part of the Career Pathways program. The training programs are to be approved by the County. This may include classes for NE/NS/REP and current or former Cal- Learn participants.

4.1.8.1 When developing and implementing training programs, the Contractor will consider the following:

- Participants' training and employment needs;
- Labor market conditions and employment trends/projections.
- In Demand occupations and staffing patterns as established by the California Department of Labor.
- Impact of training on the individual's marketable skills.

4.1.9 The Contractor will identify, recommend and develop, if needed, supplemental education or training (e.g., math, computer literacy, English, boot camps, and high school completion/equivalency) to enable participants to succeed in these in demand occupations.

4.1.10 The Contractor will develop partnerships with Adult Schools, Community Colleges, or other educational/ vocational entities that offer specialized training/ educational classes.

4.1.11 The Contractor will develop, as appropriate, partnerships between multiple local agencies, consistent with the Workforce Innovation and Opportunity Act (WIOA) mandate, in an effort to help job seekers access employment, education, training, and support services to succeed in the labor market.

4.1.11.1 As part of the WIOA mandate and at County's request, the Contractor will facilitate the co-location of Focus 360 at an America's Job Center of California (AJCC), formerly referred to as WorkSource Center, or other location as needed, in order to streamline services provided to participants. The Contractor will also facilitate the co-location of an AJCC to a Focus 360 site, as needed. In addition, at the County's request/approval, Focus 360 sites will be added, removed or combined, as deemed necessary.

- 4.1.12** The Contractor will provide job development and employment opportunities tailored to training received by participants enrolled in the class.
- 4.1.13** The Contractor will provide other specialized short-term trainings/educational classes as agreed upon by the Contractor and the County, as long as funds are available in the Contract budget.
- 4.1.13.1** The Contractor will create a participant folder for each participant who starts a short-term training/educational program. The County and Contractor will mutually agree to documents that should be contained in the folder.
- 4.1.13.2** The Contractor will provide County a 30-calendar day notification before starting the new training programs.
- 4.1.13.3** The Contractor will maintain a database for all short-term training programs, with information including, but not limited to the following:
- List of all participants enrolled in each short-term training program;
 - List of all participants who completed each program;
 - Completion rate in each program;
 - Percentage of participants who found unsubsidized employment; and
 - All pertinent information regarding participants in each short-term training program, such as names, addresses, case numbers, enrollment dates, completion dates, and if the participants found jobs, their employers' names, earnings and types of jobs.
- 4.1.14** The Contractor may develop programs designated as Bridging Activities as needed/directed and approved by the County for GAIN and REP participants.
- 4.1.15** The Contractor will work with GAIN Regions, administering Cal-Learn to recruit participants.
- 4.1.16** The Contractor will conduct career expositions, forums, and on-site recruitments with prospective employers and community agencies with emphasis on in-demand occupations.
- 4.1.17** The Contractor will attend quarterly Job Development Cluster meetings and:

- Collaborate with organizing job fairs, recruitment events and job preparation workshops;
- Share information on Contractor's employer recruitment activities to avoid duplicating outreach to those same employers;
- Maintain up-to-date information on resources, job leads and forecast on job opportunities and local industry growth for each cluster area; and
- Share successful job placement strategies.

- 4.1.18** The Contractor will consult with the County on program development, enhancements, demonstration projects, and their implementation.
- 4.1.19** All Contractor personnel performing the services herein will at all times be employees of Contractor and Contractor will have the sole right to hire, suspend, discipline, or discharge that personnel. However, any employee of Contractor who, in the opinion of DPSS is unsatisfactory will be removed from the performance of required services immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing. Contractor may request a conference with County before the removal is finalized.
- 4.1.20** The Contractor will ensure direct service Contractor staff can write, speak, and understand English; are comfortable in a work environment that is complex, fast-paced, confidential, and high-pressured; are able to communicate effectively and use good judgment and diplomacy; present himself/ herself in a neat, business-like and professional manner; are bilingual when requested, and have passed a background check.
- 4.1.21** The Contractor will ensure verbal instructions and Contractor-developed materials are in all languages requested by County. The Contractor will provide the County with its methodology to certify that the translated hand-out materials are accurately translated, upon request.
- 4.1.22** The Contractor will ensure that Contractor employees who work directly with GAIN/REP participants in the GAIN Program are trained in Contractor-developed curriculum.
- 4.1.23** The Contractor will ensure that Contractor Orientation staff is trained in the County's GOALS motivational program or other motivational program with County's approval by the Contract start date and for future newly hired employees, prior to performing the Contract services.
- 4.1.24** Contractor will ensure that all Contractor employees who work directly with GAIN/REP participants and the sub-contracted employees who

work with the Tutoring Services children/youth are provided orientation training prior to performing services under this Contract. Orientation will at a minimum include:

- 4.1.24.1** Orientation to the GAIN/REP Program;
- 4.1.24.2** Cultural awareness, civil rights training and ADA Title II training;
- 4.1.24.3** Child and elder abuse awareness and reporting training;
- 4.1.24.4** Training on how to identify and assist GAIN/REP participants in coping with and overcoming specific barriers to employment;
- 4.1.24.5** Training on identifying and reporting sexual harassment; and
- 4.1.24.6** Training on the Learning Disability Program.

- 4.1.25** Contractor will ensure that all required material is posted in County and Contractor sites, as directed by County, and is accessible to GAIN/REP participants.
- 4.1.26** Contractor will ensure that Contractor staff meet with County GAIN Regional/REP Provider staff as requested or needed to discuss issues pertaining to individual GAIN/REP participants in each regional/REP office/sub office.
- 4.1.27** Contractor will ensure that Contractor meets with County on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed. Either County or Contractor may request such a meeting. County will contact Contractor's Contract Manager to request such a meeting. Contractor will contact CCA to request such a meeting.
- 4.1.28** Contractor will ensure reasonable accommodations will be made to service participants and children/youth in Tutoring Services with disabilities following the Americans with Disability Act guidelines.

4.2 Record Keeping

- 4.2.1** Contractor will maintain retrievable records relating to each individual's participation in JRCP Services. The records will be kept in a digital folder, identifiable by GAIN/REP participant's name and case number. These records will include the following:
 - 4.2.1.1** Copies of Exhibit A-1, Attachment 11, the GN 6006, Service Provider Referral;

- 4.2.1.2** Copies of Exhibit A-1, Attachment 12, the GN 6007, Notification of Change from Service Provider, need to be included for cases that declared a need for Specialized Supportive Services and for cases that found employment. Copies of the CalSAWS screens should also be included in cases that a GN 6007 was not completed;
- 4.2.1.3** Copies of the GAIN/REP participant's Job Search Progress Reports;
- 4.2.1.4** Results of Contractor's validation of GAIN/REP participant's Job Search Progress Reports;
- 4.2.1.5** Contractor documentation of GAIN/REP participant's performance in the assigned Focus 360 activity;
- 4.2.1.6** A copy of the GAIN/REP participant's employment verification;
- 4.2.1.7** A copy of the Contractor's appraisal and assessment results of GAIN/REP participant's interests, job preferences, job/career alternative, personality type, etc.;
- 4.2.1.8** A copy of the Individualized Job Search Plan;
- 4.2.1.9** A copy of the participant's resume and practice application; and
- 4.2.1.10** A copy of participant(s) complaints, if applicable.
- 4.2.2** Exhibit A-1, Attachment 5, GAIN Participant's Feedback Sheets, (regarding services they received from the Contractor) will be kept separately, by month, for easy retrieval for County review.
- 4.2.3** The Contractor will maintain all records at a central facility for five years after the termination of this Contract or until all audits started during the Contract period, or within five years of termination of the Contract are completed and settled, whichever is later.

4.3 Confidentiality of Records

Contractor will maintain the confidentiality of individual GAIN/REP participants' records by:

- 4.3.1** Maintaining secure digital files at Contractor's JRCP Services sites and at the Contractor's headquarters and ensuring that documents relating to participants with a Domestic Violence Component or Domestic

Violence history on CalSAWS system are not faxed.

- 4.3.2** Contractor will maintain the confidentiality of its employees' records which includes the Employee Confidentiality Agreement, by maintaining secure digital files at the Contractor's headquarters. Limit access to these files to Contractor's designated staff. These files are subject to audit and will be accessible to County upon request during any business day.

4.4 Use of Outside Resources

Contractor, upon County approval, may use outside resources and/or services for providing Focus 360 to GAIN/REP participants and Tutoring Services to children/youth if:

- 4.4.1** There is no charge to the County;
- 4.4.2** Confidentiality rights are protected;
- 4.4.3** Services are within allowable time frames; and
- 4.4.4** GAIN/REP participant and Tutoring children/youth progress is monitored.

4.5 Reporting Tasks

The Contractor will make reports, as may be required by the County, concerning its activities as they affect the Contract duties and purposes contained herein. The Contractor will also perform the following:

- 4.5.1** Submit the MMR on the 15th calendar day of the following month to GAIN Program, with a copy to the CCA. If the 15th falls on a Saturday, Sunday, or Holiday, the MMR will be due the next business day. The MMR should be detailed and be formatted, as required by the County, which may include but is not limited to the following:
 - a.** A monthly Focus 360 class listing showing the scheduled enrollment counts in each Focus 360 session at each of the Focus 360 sites is due by the first Monday of each month.
 - b.** The Orientation MMR showing statistical information for regular GAIN, NE/NS and REP:
 - i.** Number of GAIN Orientation sessions held in each GAIN Region/REP Provider by language;
 - ii.** Number of GAIN/REP participant referrals and starts;
 - iii.** Number of GAIN/REP participant completes and "no shows";

- iv. Number of GAIN/REP participant incompletes and reasons for the incompletes;
- v. Number of participants referred back to GAIN due to self-reported Mental Health, Substance Use Disorder, and Domestic Violence made by Contractor by GAIN Region; by REP Provider;
- vi. Number of GAIN participants who attended “Hot Jobs” session; and
- vii. Number of GAIN/REP participants who obtain clothing from the Clothes the Deal Program.

c. Part I of the MMR consists of the following:

- i. Narrative Summary letter of the Contractor concerns;
- ii. Statistical Summary Report must show the number of GAIN/REP participants by GAIN Region/REP Provider and by language:
 - Referrals;
 - Starts in Focus 360;
 - Starts in Dual Track and Flex Focus 360;
- iii. Statistical Summary Report must show the number of GAIN/CalWORKs eligible children/youth who received tutoring services by Region. The Report must contain the following:
 - Referrals, Starts, Number of tutoring sessions received;
 - Number of children receiving Tutoring Services
 - Delivery mode of the tutoring service- virtual;
 - Performance improvement, i.e., improved attitude/motivation as reported by the parent/teacher, test performance improvement (provided semi-annually), improved, and self- esteem/decreased alienation;
- iv. Performance improvement, i.e., grade improvement since entering the program, improved attitude/motivation as reported by the parent/teacher, test performance improvement, improved self-esteem/decreased alienation.

- d. **Part II** of the Focus 360 MMR consists of the following:
- i. Narrative Summary letter (includes information regarding staffing changes, recommendations for Program improvements, etc.);
 - ii. Statistical Summary Report must show the number of GAIN/REP participants by GAIN Region/REP Provider and by language who:
 - Dropped/transferred “outs” in Focus 360;
 - Became employed full-time and part- time;
 - Complete Focus 360 without a job.
 - iii. The following listings as documentation for the Statistical Summary Reports:
 - A listing by Region/REP Provider of GAIN/REP participants designated as Dual Track who opted to remain in Focus 360 and/or who were referred to a GSW or CCM for assignment to the next appropriate activity.
 - A listing of GAIN/REP participants by Region in Flex Focus 360.
 - A listing of GAIN/REP participants by Region/REP office and language employed full-time during the report month. The listings indicate the Focus 360 session start date, Region, site, participant’s name, case number, hourly wage, and total work hours.
 - A listing of GAIN/REP participants by Region/REP Office and language employed part- time during the report month. The listings indicate the Focus 360 session start date, Region, site, participant’s name, case number, hourly wage, and total work hours.
 - iv. Number of Participants Referred Back to GAIN – provide the number of participants that were referred back to GAIN and by reason. A list of reasons for referring back to GAIN: Limited English Proficient, Mental Health, Substance Use Disorder, Domestic Violence, Dual Track, Other Not Classified, Medical Issue, GSW Requested, Child Care Issue, Pending Job Verification, Personal Issues.;

- v. List of Dual Track,
 - vi. Participant's Success Stories;
 - Report one success story each month from each Focus 360 site which can include HSE or STT milestones and any reported employment or academic achievement.
 - Provide a bi-monthly success story on academic improvement for children who received Tutoring services.
 - vii. Statistical Summary Report must show:
 - Number of presentations by Child Care, Domestic Violence, Substance Use Disorder, and Mental Health agencies in Focus 360, by GAIN Region/REP Office;
 - Number of GAIN/REP participants who attended the first day of Focus 360 and the names of the GAIN participants who were referred out of the Focus 360 session subsequently due to issues related to the aforementioned Supportive Services.
 - viii. Vocational Assessment Report:
 - Number of participants by program and location, referred to Vocational Assessment in the service month and FY-to-date;
 - Number of participants by program and location, who completed Vocational Assessment in the service month and year-to-date;
- e. **Part III** of the Focus 360 MMR that reports the full-time placement count must include placements made during the "placement window."

4.5.2 Contractor will obtain Feedback Sheets from each GAIN/REP participant concerning his/her evaluation and understanding of the training at the conclusion of both the Orientation, and Focus 360 activities, including Tutoring services received by eligible children/youth. The completed Feedback Sheets will be retained in the Contractor's records and tabulated monthly, with the results reported in the Contractor's MMR.

4.5.3 Contractor will submit a monthly invoice for Orientation, Focus 360, Short-Term Training, and tutoring services as specified in Exhibit K-1, Sample Monthly Invoice Format, by the 20th calendar day of the

following month in which the Contractor performed activities.

- 4.5.4** The Contractor will complete and provide to the CCA reports/forms as required by the County, and by the due dates established by the County.
- 4.5.5** The Contractor will report any systems problems and recommend solutions of problems to the County within five business days of discovery.
- 4.5.6** The Contractor will provide County with records, documents, written statements, and assistance, as requested within three business days of County request, in order for the County to initiate GAIN participant compliance procedures.
- 4.5.7** The Contractor will provide the County with a Focus 360 class schedule for every Focus 360 site every month; seven business days before the month begins.
- 4.5.8** The Contractor will be available to meet/consult with DPSS and/or contracted GAIN case management staff as needed, in the event compliance procedures are initiated against a GAIN participant.
- 4.5.9** The Contractor will work with GAIN Regions, REP Providers, and agencies administering Cal-Learn participants.
- 4.5.10** The Contractor will maintain a database for all short-term training programs, with information including, but not limited to the following:
 - List of all participants enrolled in each short-term training program;
 - List of all participants who complete each short program;
 - Completion rate in each program;
 - Percentage of participants who found unsubsidized employment; and
 - All pertinent information regarding participants in each short-term training, such as names, addresses, case numbers, enrollment dates, completion dates, and if the participant found jobs, their employers' names, earnings, and job title.

The Contractor will provide the County reports on the outcomes of all short-term training programs 60 days after the completion of each training.

4.5.11 Ad Hoc Reports

At various times, the County may request Data or other information from the Contract or an ad hoc basis, as needed by the Department, the county Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. The Contractor will provide the requested data to the CCA, in a mutually agreeable time period.

4.6 Orientation Services

4.6.1 Contractor Required Services for GAIN/REP Participants

4.6.1.1 The Contractor will conduct this one-day Orientation activity in a group and use a classroom format for all GAIN/REP participants including Non-English/Non- Spanish (NE/NS) participants.

4.6.1.2 The Contractor will start and complete Orientation services of GAIN/REP participants on their scheduled appointment date. Orientation sessions will be scheduled on the first day of Focus 360 classes for all languages required by County based on the estimated number of sessions agreed upon by the County and the Contractor.

Any additional cost as a result of an increase in the number of sessions will require a negotiated amendment approved by the County pursuant to paragraph 8.1.1 of this Contract. However, the frequency in the number of sessions from region to region can be changed as long as the total cost Countywide is not increased.

4.6.1.3 The Contractor will permit Childcare Resource and Referral/Alternate Payment Program agencies to give a presentation on the childcare eligibility and reimbursement process during Orientation or the first week of Focus 360. The presentations may be provided in-person or virtual.

4.6.1.4 The Contractor will permit Domestic Violence, Mental Health and Substance Use Disorder Service Providers to give a presentation on their services during Orientation or the first week of Focus 360. Substance Use Disorder Service Providers will conduct presentations twice a month at one specific location for each of the Service Planning Areas. The presentations may be provided in-person or virtual.

4.6.1.5 The Contractor will utilize training methods such as role-playing, small group discussions, games, group feedback, audio/visual images, on-line programs, etc.

- 4.6.1.6** The Contractor will display Contractor- provided motivational posters, banners, and pictures, and post the agenda of daily orientation activities in the classroom.
- 4.6.1.7** The Contractor will provide verbal and written instructions and materials, as required by the County, to GAIN participants in English and Spanish and if requested in appropriate “threshold languages,” which may include but is not limited to: Chinese, Tagalog, Spanish, Korean, Farsi, Armenian, Russian, Cambodian, and Vietnamese.
- 4.6.1.8** The Contractor will ensure that the GAIN participant/instructor ratio in each Orientation session is no more than 25 GAIN participants to one instructor (25:1), unless otherwise requested by the County.
- 4.6.1.9** If participants self-declare a need for Domestic Violence, Mental Health and/or Substance Use Disorder services during Orientation, Contractor will allow the participants a 10-minute timeframe to meet with the Specialized Supportive Services (SSS) presenters or the Community Assessment Service Center (CASC) Advocate staff to discuss the availability of SSS. If the participant is unable to return to Orientation due to his/her SSS barriers, Contractor must excuse the participant from Orientation.

4.6.2 Session Activities

The Contractor will perform in each session, at a minimum, the following tasks:

- 4.6.2.1** Provide a 45-minute overview that gives GAIN/REP participants information regarding: GAIN/REP Program flow, CalWORKs/TANF 60 month lifetime limit, RCA 12 month time limit, GAIN participants’ rights and responsibilities, Supportive Services, Specialized Supportive Services such as Mental Health, Substance Use Disorder, and Domestic Violence, transitional benefits, tax incentive programs for employers who hire GAIN participants, work incentive programs (Targeted Job Tax Credit), Earned Income Tax Credit (EITC) and Advanced Earned Income Tax Credit (AEITC), benefits of a working lifestyle, County’s work-first philosophy, and benefits of a working lifestyle.
- 4.6.2.2** Give a brief presentation on the Learning Disabilities Program utilizing the script provided entitled, “Let’s Talk About Learning Experiences.”

NOTE: Contractor will avoid using the term “Learning Disabilities” with the participant. Instead, the term “Learning Challenge” will be used.

- 4.6.2.3** Verify attendance for GAIN/REP participants who attend the Orientation session and inform County of GAIN participants who complete the session;
- 4.6.2.4** Notify County staff via CalSAWS on the session date, if GAIN/REP participants do not attend a scheduled Orientation session;
- 4.6.2.5** Inform GAIN/REP participants they have an opportunity to obtain a job early in the GAIN process and encourage them to accept early employment, if the employment is suitable and meets their need;
- 4.6.2.6** Administer a 15-minute County-provided Literacy Screening Tool entitled “Practice Application” (Exhibit A-1, Attachment 14) to GAIN/REP participants, and forward the completed tools to the collocated GSW for scoring in the morning segment of the session;
- 4.6.2.7** Discuss the “Dual Track Screening” option with GAIN/REP participants, if appropriate. Dual Track Screening is for participants who fail the Literacy Screening Tool. Participants are then given option to continue searching for part-time employment concurrent with a WtW remedial course to improve literacy; i.e., reading, writing, math, English as a second language (ESL), and Vocational English as a second language (VESL);
- 4.6.2.8** Discuss GOALS motivational program, which will include The Ten Keys of Success, The Simple Truths motivational movies, and/or additional motivational material and information which will enhance the Orientation experience. Additional motivational material will need to be approved by the County;
- 4.6.2.9** Discuss the whole-person approach to career development.
- 4.6.2.10** Give all GAIN/REP participants the Targeted Job Tax Credit, EITC, and AEITC forms;
- 4.6.2.11** Inform GAIN/REP participants of the WtW weekly participation requirement of 20/30/35 hours in GAIN activities and 32 hours in REP activities for RCA REP participants;

- 4.6.2.12** Give a brief presentation on the benefits still available once GAIN/REP participants start working, e.g., continuing Medi-Cal and CalFresh benefits, Housing Relocation Assistance Program, etc.;
- 4.6.2.13** Provide GAIN/REP participants an overview of the resources available to them during the Workforce Preparation Segment;
- 4.6.2.14** Inform GAIN/REP participants of the availability of Post-Employment services and the One-Time Employment Clothing Payment of \$300 when verification of full-time subsidized/unsubsidized employment is provided;
- 4.6.2.15** Remind GAIN/REP participants of the importance of accurate completion and timely submission of the SAR 7 form upon getting a job;
- 4.6.2.16** Provide Orientation services, including written and verbal instructions, in English and Spanish; and upon request of County in other appropriate languages, which may include but is not limited to: Chinese, Tagalog, Spanish, Korean, Farsi, Armenian, Russian, Cambodian, and Vietnamese. Any additional cost of providing services in languages other than English and Spanish will require a negotiated amendment approved by the Los Angeles County Board of Supervisors;
- 4.6.2.17** Provide a brief introduction of the availability of the advanced preparation referral for participants who are job ready. Participants must meet set criteria determined by the Contractor. The instructor will evaluate and determine the participants who are job ready and make appropriate referrals; and
- 4.6.2.18** Provide a Feedback Sheet to each GAIN participant concerning his/her evaluation and understanding of Orientation.

4.7 Focus 360 Services

4.7.1 Contractor Required Services for Participants

- 4.7.1.1** The Contractor will conduct Focus 360 sessions of four consecutive weeks in duration and provide these activities in a classroom or hybrid setting, or on an individual basis as needed. Contractor will ensure that participants can attend Focus 360 multiple times if requested by the participant or attend Re-FOCUS Job Search. Focus 360 services will start at 9:00 a.m. for the first two days and 8:30 a.m. for the rest of

Focus 360. In a hybrid setting, at least two days per week are conducted on site and the other three days are conducted virtually. Focus 360 includes the following: A dual track system that will service participants based on their job readiness. Track A will service participants that are identified as “Advance Prep”, and Track B will service new participants to follow the regular Focus 360 flow.

4.7.1.2 The Contractor will service Track A participants that are identified as “Advance Prep” via specific indicators and can bypass the regular Focus 360 flow and begin supervised Job Search activities in the Workforce Center/Computer Lab. Advance Prep indicators include:

- Volunteering/accepting facilitator referral to “Advance Prep”;
- Possessing documents required for Employment Eligibility Verification (I-9) form;
- Dressing appropriately for job search;
- Having a professional resume;
- Demonstrating an urgency to obtain employment;
- Effectively communicating skills and work experience; and
- Exhibiting the ability to complete online applications and the ability to e-mail and upload resumes.

Advance Prep participants who are assessed not to be Job Ready are referred back to the Workforce Preparation classroom flow.

Week 1

Track A participants (Advance Prep) will meet as a group in a classroom or a hybrid setting/Work source Development Center (WDC). The primary focus will be to create an Individualized Job Search Plan and focus on fine tuning pre-employment skills (e.g. customizing resume, mock interviews, as well as working independently to practice and update computer skills in the WDC). Participants will have daily one-on-one meetings with facilitators to identify and maximize job readiness and potential job leads. Job Search Documentation will be monitored and reviewed daily.

Participants will attend workshops, activities, and discussions to address the aspects of the “whole person” that promote and/or hinder career and personal development. The following are some areas of focus:

- Learning coping skills and accessing needed support
- Basic financial planning
- Exploring career pathways
- Learning work values/transferrable skills

Weeks 2-4

Focus 360 for Advanced Prep participants will consist of a group session followed by individualized job search activities in the WDC focusing on identifying job leads, identifying potential employers, and preparing for job interviews. Participants will participate in Job Placement session(s) and have daily one-on-one meetings with facilitators to receive individualized job search support and guidance. Job Search Documentation will be monitored and reviewed daily. During week four, Advanced Prep participants who have not obtained employment will complete Vocational Assessment.

- 4.7.1.3** The Contractor will service Track B GAIN/REP participants who will follow the regular Focus 360 flow to include interviewing techniques, networking, on- line job searching, goal-setting, practicing on-line applications, completing resumes, online data storage, money management skills and soft skills leading to job retention and promotion. This four-week component focuses on essential pre-employment skills preparing participants to enter or re-enter the workforce, with the flexibility to pursue various WDC activities that are appropriate, meaningful, and productive; leading to financial independence. Additional curriculum topics will be considered for REP Focus 360 multilingual participants to review acculturation information determined to be beneficial to NE/NS participants as determined by the County.

The Contractor will provide Track B GAIN/REP participants with information, resources, tools, and skills to enable them to overcome barriers, find work through their own efforts, and enhance their chances of finding a job while participating in classroom activities. GAIN/REP participants will be encouraged to actively participate in their learning process and will be provided learning aides such as: role-playing, simulation exercises, audio/visual technology, group feedback, games, participant assignments, etc.

Participants will attend workshops, activities, and discussions to address the aspects of the “whole person” that promote and/or hinder career and personal development. The following are some areas of focus:

- Learning coping skills and accessing needed support
- Basic financial planning
- Exploring career pathways
- Learning work values/transferrable skills

- 4.7.1.4** The Contractor will stress to GAIN/REP participants throughout the Focus 360 services activities the whole person approach to career development. Adopting a 360 or “full circle” approach recognizes that actual professional development is personal and for the GAIN/REP participant to go from welfare to work they must embrace/address the numerous roles they have both inside and outside of work.
- 4.7.1.5** The Contractor will provide verbal and written instructions and materials, as required by County, to GAIN/REP participants in English and Spanish and if requested by County in appropriate languages, which may include but are not limited to: Chinese, Tagalog, Spanish, Korean, Farsi, Armenian, Russian, Cambodian, and Vietnamese.
- 4.7.1.6** The Contractor will ensure that the GAIN/REP participant/instructor ratio in the Focus 360 activities is no more than 25 GAIN/REP participants to one instructor (25:1), unless otherwise requested by County.
- 4.7.1.7** The Contractor will ensure that GAIN/REP participants with three or more absences during the Focus 360 session are dropped or referred back. GAIN/REP participants can have no more than one absence during the first week of Focus 360, and no more than three absences throughout the program.
- 4.7.1.8** The Contractor will collaborate and create partnerships with community-based organizations (CBO) and local schools, e.g., Education and Training Providers, Workforce Development Boards, AJCC, Community Colleges, Adult Schools, and Supportive Services Providers, etc., in order to coordinate their efforts for Focus 360 activities. Education and training providers/CBO staff who present information to GAIN participants who are non-English speaking or LEP will be bilingually competent. No educational/training providers, CBO, or AJCC AJCCs can conduct presentations in Focus 360 without prior County approval.

- 4.7.1.9** The Contractor will ensure that GAIN/REP participants are involved in Focus 360 activities for the required number of weekly hours, which are 20 hours for a single parent with a child under six years old, 30 hours for a single parent with no child under six years old, 35 hours for a two-parent household, and 32 hours for a Non-CalWORKs and RCA REP participant. GAIN/REP participants may also volunteer to be involved in Focus 360 activities above the minimum required number of hours.

The Contractor will ensure that GAIN/REP participants are involved in Focus 360 activities for the required number of weekly hours which are:

- 20 hours for a single parent with a child under six years old;
- 30 hours for a single parent with no child under six years old
- 32 hours for a Non-CalWORKs and RCA REP participant, and
- 35 hours for a two-parent household.

GAIN/REP participants may also volunteer to be involved in Focus 360 activities above the minimum required number of hours.

- 4.7.1.10** The Contractor will eliminate GAIN/REP participants' barriers to employment by working with co-located GSWs/CCMs and partnering agencies.
- 4.7.1.11** The Contractor will excuse GAIN/REP participants from Focus 360 activities to attend regional job fairs/expos/interviews with verification of attendance.
- 4.7.1.12** The Contractor will obtain a Feedback Sheet from each GAIN/REP participant at the conclusion of the Focus 360 services session concerning his/her understanding of Focus 360 services.
- 4.7.1.13** The Contractor will, upon County's instruction, provide a program of presentations on Financial Literacy that will be provided to participants during Focus 360 by the Los Angeles County Department of Consumer and Business Affairs (DCBA) or by the Contractor.
- 4.7.1.14** The Contractor will assist DPSS and/or other contracted organizations in coordinating Financial Literacy presentations dates and times, and appropriate space to speak with

participants individually, to offer financial counseling, and/or to refer.

4.7.1.15 Schedule of Focus 360 Sessions: Frequent Focus 360 sessions are needed to meet the work participation requirements (WPR), as well as to provide improved services to GAIN participants.

Contractor will provide English, Spanish, NE/NS, and REP Focus 360 sessions as follows:

English Focus 360 sessions will start every Monday, and Spanish Focus 360 sessions every other week at all Focus 360 sites except for the following:

El Monte: One Spanish session every three weeks.

Lancaster: One English session every week.

Palmdale: Alternating weekly: English, English, Spanish sessions.

Pomona: One Spanish session every three weeks.

Santa Clarita: One English session every three weeks.

Glendale: One English session every other week.

North Hollywood: One English session every other week; and One Spanish session every other week.

4.7.1.16 The Contractor will provide NE/NS- REP Focus 360 sessions as follows:

One multilingual session per quarter, at locations to be determined, or as needed.

El Monte: One Mandarin/Cantonese/Vietnamese session per quarter.

Glendale: One Armenian session every month; One Armenian Flex session every month; and one multilingual session every month.

North Hollywood: One Farsi session every month; and One Russian session every other month; and one multilingual session every other

month.

In addition, Contractor will increase NE/NS sessions if needed by County. Any additional cost as a result of an increase in the number of sessions will require a negotiated amendment approved by the County pursuant to paragraph 8.1.1 of this contract. The County will notify the Contractor should referrals to any or all Focus 360 sites pick up significantly in the future, thus requiring more sessions. The Contractor will have 120 calendar days of Contract execution to resolve any space issues. If for any particular area/site, the 120-day requirement cannot be met, the Contractor will notify the CCA in writing no later than 30 calendar days from the end of the 120-day period and provide a new timeframe for those locations, which will then be subject to County review and approval (i.e., their plan for sites needing more time).

- 4.7.1.17** With the approval of DPSS, Contractor may conduct modified Focus 360 sessions/schedule and/or other related activities remotely for participants who would benefit from attending virtually, this includes during a natural or manmade disaster or pandemic/epidemic.

4.7.1.18 Tech Prep

Contractor will ensure that participants can enroll in this activity before Focus 360 or prior to attending school and/or employment. This activity is a five-day technology preparation course for building basic computer and internet skills to ensure success in Focus 360, school, and employment. In addition to basic skills, workshops will also cover key software such as Email, MS Word, Adobe PDF, and Learning Management System (LMS). Each day will include hands-on activities to boost comprehension and to provide opportunity for practical use.

4.8 Focus 360 Services Segments

4.8.1 Workforce Preparation (1st Week)

4.8.1.1 Contractor Required Services for Participants

- a. The first segment of Focus 360 services will be Workforce Preparation which is provided the first week and follows the one-day Orientation activity. During Orientation the Contractor will assess and identify participants who will be referred to Track A ("Advanced Prep" participants), by providing them with an Advanced Preparation Referral

form. Workforce Preparation will be conducted as a group activity and use a classroom format. Curriculum will include pre-employment skills, interviewing, networking, job search, tools such as completing a master application, resumes, goal setting, and soft skills leading to job retention and promotion. The Contractor will continue to provide participants the best practices in these areas along with an emphasis on technology-based job seeking skills and trends in the various employment fields. Group discussion, team activities, role play, use of computer lab, and daily follow-up on assignments requiring additional information will be training techniques used.

Track A (Advanced Prep) participants will already begin supervised Job Search activities in the Workforce Center/Computer Lab.

- b.** The Contractor will permit the Resource and Referral/Alternate Payment Program (R&R/APP) agencies to conduct childcare presentations to inform participant of the parental choice in selecting a child care provider and child care eligibility, during Orientation or the first week of Focus 360. The presentations may be provided in-person or virtually or be pre-recorded when approved by County and DPSS Child Care Program determines the circumstances for pre-recorded presentations, as well as the time period allowing it.
- c.** The Contractor will permit Domestic Violence, Mental Health and Substance Use Disorder Service Providers to give a presentation on their services during Orientation or the first week of Focus 360. Substance Use Disorder Service Providers will conduct presentations twice a month at one specific location for each of the Service Planning Areas. The presentations may be provided in-person or virtually.
- d.** The Contractor will give special consideration for any Specialized Supportive Services referrals such as Domestic Violence, Mental Health or substance use disorder services, and will allow the GAIN/REP participant to be referred back to GAIN/REP to access such services.
- e.** Ensure that an Individualized Job Search Plan is completed for each GAIN/REP participant and a copy of the Plan is provided to the participant.

- f. Work with County and contracted GAIN/REP case management staff to share employment opportunities and develop employment placements.

4.8.1.2 Activities (First Week)

The Contractor will conduct the Workforce Preparation segment including, but not limited to, the following tasks:

- a. Conduct an inventory of GAIN/REP participants' skills and work experience to help them develop an Individualized Job Search Plan.
- b. Inform GAIN/REP participants that the Individualized Job Search Plan is to guide them through their path to employment, assist in the identification and development of a short-term and/or long-term employment goals, and to help direct their job search.
- c. Contractor's assessment findings will be considered during development of the participant's Individualized Job Search Plan.
- d. Factors to consider when conducting the assessment of self-declared LEP participants, which may include but will not be limited to:
 - (1) Oral proficiency in English (speaking and listening);
 - (2) Functional literacy (English and native language);
 - (3) Work experience (other Countries and the U.S.);
 - (4) Transferable vocational/technical skills (other Countries and the U.S.);
 - (5) Socio-cultural factors that may impede employability based on the Focus 360 service area being served, such as: social cultural factors that affect religious beliefs, education, and marital status, etc.; and
 - (6) Work-related abilities, aptitudes and interests determined both independently of language and literacy proficiency and in conjunction with such proficiency.
- e. Provide a detailed presentation on how working GAIN/REP participants are to complete their SAR 7 to

ensure continued accurate benefits (County will provide Contractor a script prior to the Contract start date).

- f. Explain the Contractor's Focus 360 expectations to GAIN/REP participants.
- g. Introduce Contractor's "Job Preparation Guide" and give a copy of the booklet to each GAIN/REP participant.
- h. Review and obtain GAIN/REP participants' signature on Contractor's "Dress for Success Agreement" and provide GAIN participants a presentation on "Clothes the Deal".
- i. Review Contractor-selected GOALS Program keys with GAIN/REP participants.
- j. Teach and assist GAIN/REP participants to access current labor market information through the use of the internet, including navigation of the U.S. Department of Labor websites, e.g., ONET Center, My Skills/My Future, My Next Move, CareerExplorationLA.org, etc.
- k. Presentations at Focus 360 sites from training/education providers, including Workforce Development Agencies, AJCC AJCCs, Community Colleges, other County Departments, and/or private agencies must demonstrate a potential for placing participants into employment and require prior County approval.
- l. Provide a WDC that will be equipped with Labor Market Information and resources. The WDC will bring together service providers and resources for GAIN participants.

4.8.1.3 LEP/Non-Citizen Provision

The Contractor will consider factors when conducting the assessment of self-declared LEP non-citizen participants which may include but will not be limited to:

- (1) Oral proficiency in English (speaking and listening);
- (2) Functional literacy (English and native language);
- (3) Work experience (other Countries and the U.S.);
- (4) Transferable vocational/technical skills (other Countries and the U.S.);

- (5) Socio-cultural factors that may impede employability based on the Focus 360 service area being served, such as: religious beliefs, education and marital status, etc.;
- (6) Work-related abilities, aptitudes, and interests determined both independently of language and literacy proficiency and in conjunction with such proficiency; and
- (7) Refer LEP GAIN/REP participants to the GSW/CCM when a determination is made by Contractor that participation in Focus 360 is not beneficial as it would not prepare them for and/or lead to their employment. Language barrier will not be a deciding factor when determining if Job Services is beneficial.

NOTE: The Contractor is to indicate on the GN 6007, Notification of Change from Service Provider, that the GAIN/REP participant is a LEP and will not benefit from Focus 360 activities.

4.8.2 Job Search (Second through Fourth Weeks)

4.8.2.1 Contractor Requirements

- a. The second through fourth weeks of Focus 360 services consist of classroom activities combined with Job Search activities. The goal of this activity is to teach GAIN participants various job finding skills to enable them to find work through their own efforts and enhance their chances of finding employment.
- b. Contractor will conduct the Workshop segment of this activity in a group and use a classroom format. Job finding skills training will be provided with the classroom activities.
 - (1) On the second week of Focus 360 (Job Search), GAIN/REP participants conduct a supervised or unsupervised job search for a job in their Individualized Job Search Plan and spend part of the day in a classroom setting learning job preparation skills.
 - (2) On the third week of Focus 360 (Job Search), the GAIN/REP participants participate in a classroom setting discussing the obstacles they may have encountered in their job searches and methods to strengthen job preparation skills, e.g., interviewing techniques, calls to employers, securing job leads, responding and engaging with employers in a

professional manner, etc., to have a successful job search.

GAIN/REP participants are assisted in overcoming hidden employment barriers and are provided individualized instruction and support if needed to secure employment and overcome obstacles encountered in a job search. Additional curriculum topics will be considered for REP Focus 360 multilingual participants to review acculturation information determined to be beneficial to NE/NS participants as determined by the County.

Following the daily classroom activities, GAIN/REP participants resume their supervised or unsupervised initial job search for a job identified in their Individualized Job Search Plan.

- (3) Participants will also participate in Job Placement sessions as they become available, which includes a variable range of job leads called “Hot Jobs”. During this session, job leads are reviewed by the facilitator to provide step by step information and to allow for questions. Participants may also have the opportunity to meet with employers on site seeking to readily hire.
- (4) On the last day of the third week of Focus 360 (Job Search), GAIN and REP participants will be advised that Vocational Assessment will be initiated on the last week of Job Search for those participants who have not found full-time employment. The Focus 360 Facilitator will provide a list of GAIN/REP participants who have not found full-time employment and are participating in the fourth week of Focus 360 (Job Search) so they can be referred for Vocational Assessment.
- (5) During week four of Focus 360 (Job Search), GAIN/REP participants will meet each day in a group setting to receive individualized instruction support in their continued job search efforts. Contractor will conduct a career exploration workshop prior to Vocational Assessment.

Vocational Assessment services will be initiated for GAIN/REP participants who have not been able to find full- time employment. On the morning of the assessment, the Focus 360 Facilitator will meet with the other team members of the Focus 360/Vocational

Assessment Team to develop the GAIN/REP participants' Proposed Employment Plans while the GAIN/REP participants are being tested.

Contractor will contact the CCM (via telephone, e-mail or other means) for those REP participants participating in Vocational Assessment. (Contractor will not refer REP participants to the GAIN co-located staff for this component.) The CCM will complete the GN 6006 and provide it to the Contractor (via fax, e-mail or other means). The Contractor will have the REP participant sign the GN 6006 and provide it to the REP participant.

Following the Vocational Assessment, GAIN/ REP participants will be informed that the Employment Plan can assist them to identify future trainings. Participants may pursue an education and/or training to increase their employability. Participants are expected to continue seeking employment until the end of the Focus 360 assignment. The Focus 360 Facilitator will meet with the other team members of the Vocational Assessment Team and the Job Developer to discuss the course of action to support the recommended employment plan.

(6) Contractor will collaborate with entities such as Workforce Investment Boards/ Workforce Development Boards/ America's Job Centers of California, and local employers to coordinate their efforts for Focus 360 services.

(7) Contractor will work with County and contracted GAIN case management staff to share employment opportunities and develop employment placements.

4.8.2.2 Workshop Content

The Contractor will ensure that the Focus 360 Workshop classroom activities will cover the topics below:

- a.** Completion of employment application/on-line applications;
- b.** Resume writing; cover letters;
- c.** Telephone calls to employers;

- d.** In-person visits to employers;
- e.** Employment interviewing techniques;
- f.** Proper interview and work attire;
- g.** Job interview follow-up activities;
- h.** Job development skills;
- i.** Understanding work ethics;
- j.** How to enhance one's self-esteem, self- image, and confidence;
- k.** How to cope with life stresses;
- l.** How to recognize and handle sex discrimination and sexual harassment;
- m.** Work incentive programs (Targeted Job Tax Credit), EITC and AEITC, and the premise that GAIN is a Welfare-to-Work program;
- n.** The effects and advantages of employment, e.g., self-determination; self-worth, positive role model for children, etc.;
- o.** Basic Financial/Budget Planning
- p.** Strategies to overcome barriers to employment and employment-related fears, resentment of mandatory participation in GAIN and supportive services concerns, e.g., transportation and childcare problems;
- q.** How to identify transferable, job-specific skills, and self-management skills;
- r.** Job retention and advancement skills;
- s.** Online job search techniques;
- t.** "Hot Jobs" job placement session;
- u.** How religious beliefs or practices (e.g., the belief that only men are responsible for family financial support or no work should be done on Saturdays) may become barriers to becoming employed, and how to deal with and overcome

these situations;

- v. Appropriate use of e-mail and social media as a job search tool; and
- w. Registration as a job seeker on the Employment Development Department (EDD) CalJOBS website.

4.8.2.3 Activities

The Contractor will perform in the Focus 360 segment, at minimum, the following tasks:

- a. Inform GAIN/REP participants that they are expected to maintain acceptable behavior, which includes regular attendance and cooperation and participation in the required activities;
- b. Discuss and illustrate the County's Work-Pays concept;
- c. Teach employer requirements and expectations;
- d. Refer GAIN/REP participants to the GSW/CCM to repeat the session beginning at the week from which they were dropped when they miss two days of Focus 360 services, with the exception of the attendance at an approved visit to a job fair/expo;
- e. Initiate referrals to the AJCCs, when appropriate.
- f. Inform Orientation/ Focus 360 participants of the availability of tutoring services for children/youth whose parents are in Family Stabilization (FS) and Exempt Volunteers, including CalWORKs eligible youth (non- FS) ages 16-18 who are in high school participating as Exempt Volunteers, contingent upon available funding;
- g. Ensure that GAIN/REP participants maintain their WtW weekly participation requirement, which is 20 hours for parents with a child under six years old, 30 hours for a single household with a child six years of age or older, 35 hours for a two-parent household, and 32 hours for REP/RCA participants;
- h. Refer GAIN/REP participants to the GSW/CCM when a determination is made by Contractor that participation in Focus 360 is not beneficial as it would not prepare them for and/or lead to their employment;

- i. Ensure that GAIN/REP participants complete a Job Search questionnaire;
- j. Encourage participants to register as a job seeker on the EDD website.
- k. Review GAIN/REP participant's "Individualized Job Search Plan" to ensure the employment choices are appropriate;
- l. Introduce participants to the Career Exploration website;
- m. Provide GAIN/REP participants' instruction and access to the Department of Labor O*NET self-assessment or other appropriate tools prior to vocational assessment;
- n. Ensure "Job Preparation Guide" classroom exercises are completed by GAIN/REP participants;
- o. Review Contractor-selected GOALS Program keys with GAIN/REP participants;
- p. Present a Certificate of Completion to each GAIN/REP participant at the conclusion of the Focus 360 activity;
- q. Ensure GAIN/REP participants develop an individualized Job Search plan;
- r. Teach GAIN/REP participants Job Search related computer skills building exercises;
- s. Obtain Feedback Sheets from each GAIN/REP participant concerning his/her evaluation and understanding of Focus 360 activities.
- t. Update all participant attendance and no shows within one workday in CalSAWS.

4.8.3 Supervised Job Search

Contractor Required Services for Participants

- a. Job Search can be a stand-alone activity for two to four week durations depending on when the Vocational Assessor recommends it as part of the GAIN/REP participant's employment plan. The sessions will be provided in-person, or a hybrid. In the event of an emergency situation, Contractor may be required to provide these

sessions in a virtual setting. An emergency situation includes, but may not be limited to, fire, flood, earthquake, pandemic, epidemic, and other natural or manmade disasters.

- b.** Contractor conduct Re-FOCUS Job Search sessions of four weeks duration for participants who completed Focus 360 without finding employment. Contractor will ensure that participants can attend Re-Focus Job Search for as many sessions as needed or wanted until employment is obtained. This builds on job preparation and search strategies established during traditional Focus 360. Re-FOCUS Job Search reexamines customers' previous job search efforts to identify strengths and highlight areas of improvement, encouraging research of alternative educational options that will increase employability in the labor market. The session may be provided in-person. In the event of an emergency situation, Contractor may be required to provide these sessions in a virtual or hybrid setting. An emergency situation includes, but may not be limited to, fire, flood, earthquake, pandemic, epidemic, and other natural or manmade disasters.
- c.** Contractor will verify GAIN/REP participants' job interview efforts, when suspicious.
- d.** Contractor will provide staff to regularly meet with GAIN/REP participants during their job search to plan follow-up job search strategies.
- e.** Contractor will document each GAIN/REP participant's job search progress and performance.
- f.** Contractor will post job listings for GAIN/REP participants to access.
- g.** Contractor will routinely hold job fairs and Job Placement sessions ensuring that GAIN/REP participants attend.
- h.** Contractor will develop/maintain Workforce Development Center and resources.

4.9 Scheduling/Enrolling GAIN/REP Participants into Focus 360

4.9.1 Scheduling

Contractor will perform the following tasks when scheduling GAIN/REP participants into Focus 360 services. The requirements below are applicable when scheduling participants to the four-week Focus 360.

- 4.9.1.1** Contractor will schedule GAIN/REP participants to begin their initial Focus 360 services activity on the next available Monday from the date the telephone scheduling request is

made by the GSW/CCM. At no time will Contractor deny a scheduling request by the GSW/CCM without first consulting with GAIN Program when clarification is needed.

- 4.9.1.2** Contractor will notify the County if the number of participants increases which results in Contractor having to provide additional classes. Any additional cost as a result of the additional classes would require a negotiated amendment approved by the County as provided in Subsection 8.1 of this Contract.

4.9.2 Enrolling

- 4.9.2.1** Contractor will perform the tasks listed in this SOW when enrolling GAIN/REP participants into Focus 360 services as referred by the GSW/CCM on Exhibit A-1, Attachment 11, the GN 6006, Service Provider Referral. The requirements below are applicable when enrolling GAIN participants into Orientation/ Focus 360.

NOTE: When the time frame is shortened, at the request of the GSW/CCM and/or Contractor, the reason will be recorded by the Contractor's Reservation Clerk.

- 4.9.2.2** Contractor will assure there is a minimum of four GAIN/REP participants attending each Focus 360 session by over-booking. The initial Focus 360 session will not be canceled for any reason, even if less than four GAIN/REP participants show up.
- 4.9.2.3** Contractor will collect the Exhibit A-1, Attachment 11, the GN 6006, Service Provider Referral, from the GAIN/REP participant upon his/her arrival to the scheduled Focus 360 session.
- 4.9.2.4** Contractor will review the Exhibit A-1, Attachment 11, the GN 6006, to confirm the duration of the required Focus 360 session. Contact the GSW/CCM immediately for any needed clarification.
- 4.9.2.5** As determined by the County, the Contractor will report to GSW/CCM the participant's start date by:
 - a.** Completing the portion on the Exhibit A-1, Attachment 11, the GN 6006, retaining the original for Contractor's records, and returning a copy to the GSW/CCM within three workdays from the date the GAIN/REP participant

starts a Focus 360 services activity.

b. Updating CalSAWS as directed by the County.

4.10 Notification of Changes

4.10.1 The following applies to GAIN/REP participants in Focus 360:

Contractor will update CalSAWS within one workday of any change in circumstances that will affect the participants and/or their status in GAIN and update the appropriate screens as directed by the County. Changes may include, but are not limited to, the following:

- 4.10.1.1** GAIN/REP participant has completed his/her Focus 360 services assignment.
- 4.10.1.2** GAIN/REP participant accepts or refuses a job offer.
- 4.10.1.3** GSW/CCM reschedules the initial Focus 360 start date.
- 4.10.1.4** GAIN/REP participant fails to appear for the start of Orientation or a Focus 360 session.
- 4.10.1.5** The Focus 360 services assignment is terminated by Contractor because GAIN/REP participant fails to attend or make satisfactory progress in his/her Focus 360 activity.
- 4.10.1.6** Contractor drops GAIN/REP participant from Focus 360 session due to two or more days of unexcused absences from Focus 360.
- 4.10.1.7** GAIN/REP participant requires Welfare-to-Work expenses, and additional support services, i.e., books, clothing, tools, etc., to obtain employment.
- 4.10.1.8** GAIN/REP participant needs Specialized Supportive Services, including support for health issues in the home (family members that need care; Domestic Violence; Mental Health; drugs and alcohol) or needs a change in supportive services.
- 4.10.1.9** GAIN/REP participant did not complete the Orientation/ Focus 360 session activities due to being referred to a Specialized Supportive Service, such as Domestic Violence, Mental Health, or Substance Use Disorder services.
- 4.10.1.10** Contractor recommends a change in the duration of the Focus 360 activity.

4.10.1.11 GAIN/REP participant opts for Dual Track.

4.10.1.12 Any other change relevant to GAIN/REP participant's GAIN, RCA and/or CalWORKs case.

4.10.1.13 GAIN/REP participant is LEP and would not benefit from Focus 360 activities as the first WtW Activity.

4.10.1.14 GAIN/REP participant and Contractor agree that continuance of Focus 360 will not be beneficial as the first WtW activity.

4.10.2 CalSAWS Procedures

Contractor will be allowed limited access to CalSAWS to increase the effectiveness of the exchange of information on the participation of GAIN/REP participants.

Contractor will access CalSAWS to expedite the notice to the GSW/CCM that a participant has completed or was dropped from Focus 360. The Contractor will complete the GN 6007 for participants that report employment or when a need for Supportive Services such as Mental Health, Substance Use Disorder, or Domestic Violence is discovered.

Contractor is to update CalSAWS to indicate if the participants who were referred to Orientation/ Focus 360 showed, did not show, completed Focus 360 with employment, completed Focus 360 with no employment, or were dropped from Focus 360. CalSAWS must be updated within one workday.

Contractor will update CalSAWS to input the information that used to be updated by LRS. Additional information may be requested to be updated to include the scheduling of participants for Focus 360 via CalSAWS.

4.10.2.1 To close Orientation/ Focus 360 Component from CalSAWS home page:

- Select the Orientation/ Focus 360 Component to be closed from the Customer Activities List Page.
- Click the edit button and the add button.
- The Customer Activity Status Detail page displays. This is where a new status for the activity may be added.
- Enter a Status, a Status Reason, and the Status Begin Date. Select Closed from the Status drop list. Select a

reason from the Status Reason drop list. Enter a date under the Begin Date field. Click Save.

NOTE: Confirm the status update on the Customer Activities Status Detail page. Click the Save and Return button.

4.10.2.2 If the Participant is a No Show for Focus 360:

- Select the Orientation/ Focus 360 Component to be updated from the Customer Activities List Page.
- Click the edit button and the add button.
- The Customer Activity Status Detail page displays. This is where a new status for the activity may be added.
- Enter a Status, a Status Reason, and the Status Begin Date. Select Closed from the Status drop list. Select No Show from the Status Reason drop list. Enter a date under the Begin Date field. Click Save.

NOTE: Confirm the status update on the Customer Activities Status Detail page. Click the Save and Return button.

4.10.2.3 When CalSAWS and other systems are used by case managers, Contractor will comply with necessary training to access the system, as necessary.

4.11 Job Development

Contractor Requirements

- 4.11.1** The Contractor will work with employers to identify and create a pool of job opportunities for GAIN/REP participants. Job Development efforts will target large, stable, and/or expanding occupations.
- 4.11.2** The Contractor will maintain a referral system in which the needs and interests of GAIN/REP participants are matched with the needs and interests of employers;
- 4.11.3** The Contractor will meet periodically and also attend quarterly Job Development Cluster meetings with County/contracted GAIN/REP case management staffs' job developers and AJCC staff to network, share employment opportunities, develop employment placements, review effective job development processes, and promote the common goal of GAIN/REP, which is participant employment and employment retention and advancement;

- 4.11.4** Contractor will support non-traditional jobs for GAIN/REP participants;
- 4.11.5** Contractor will screen referrals to match employer needs;
- 4.11.6** Contractor will post job openings in Contractor and Regional GAIN offices; and
- 4.11.7** Contractor will hire GAIN/REP participants.

4.12 Flex (Concurrent) Focus 360/Search

This activity is for GAIN/REP participants assigned to the Orientation/ Focus 360 who need a flexible Focus 360/search due to attending another WtW activity, e.g., school or part-time work. Participants must be available to participate in Flex Job Services for a minimum of 10 hours per week. At no time will Contractor deny a scheduling request by the GSW/CCM without first consulting with GAIN Program when clarification is needed.

Contractor Requirements

Contractor will provide flexible part-time Focus 360 activities for GAIN/REP participants identified on the GN 6006, Service Provider Referral, in a Self-Initiated Program/or another school program, working part-time or who have accepted Dual Track, if such services are compatible with participants' work/school schedule.

4.13 Job Opening Information

Contractor Requirements

Contractor will include primarily County-wide job openings that are appropriate to the needs and skill level of GAIN participants.

4.14 Job Placement

Contractor Requirements

Contractor will provide job placement services, i.e., direct job referrals, to all GAIN/REP participants as part of the overall Focus 360 activity. Job referrals will be provided to GAIN participants on an individualized basis. Job placement activities may include, but are not limited to, referring GAIN/REP participants to jobs that are:

- a.** Listed by employers with the State Employment Development Department;
- b.** Developed independently by Contractor; and
- c.** Developed by partnering agencies.

4.15 Training Classes

- 4.15.1** Contractor will implement and provide specialized short- term training classes for WtW participants based on the demand occupations in the current labor market. The training programs are to be approved by the County. This may include classes for NE/NS REP participants.
- 4.15.2** When developing and implementing training programs, the Contractor will consider the following:
- Participants' training and employment needs;
 - Labor market conditions and employment trends/projections;
 - Demand occupations and staffing patterns as established by the California Department of Labor; and
 - Impact of training on the individual's marketable skills.
- 4.15.3** Contractor will identify, recommend, and implement supplemental education or training e.g., math, computer literacy, English boot camps, high school completion/equivalency to enable participants to succeed in these in demand occupations.
- 4.15.4** Contractor will develop partnerships with the Community Colleges, adult schools or other educational/vocational entities that offer specialized training/educational classes.
- 4.15.5** Contractor will provide job development and employment opportunities tailored to training received by participants enrolled in the class.
- 4.15.6** Contractor will provide other specialized short-term trainings/educational classes as agreed upon by Contractor and County, as long as funds are available in Contract budget.
- 4.15.7** Contractor will create a participant folder for each participant who starts a short-term training/educational program. County and Contractor will mutually agree to documents that should be contained in the folder.

5 PERFORMANCE MEASURES

5.1 Job Placement Rate

- 5.1.1** Contractor will maintain an annual Job Placement Rate of 30 percent for FY 2024-2025, 35 percent for FY 2025-2026 and 40 percent for FY 2026-2027 for GAIN and REP, consisting of full-time and part-time jobs. Two part-time placement jobs will be equal to one-full-time placement.

- 5.1.2** If the annual Job Placement Rate falls below the required percentage for a particular GAIN/REP Region/Office, a Contract Discrepancy Report will be issued to the Contractor.
- 5.1.3** The Job Placement Rate is the annual Countywide Ratio of Job Placement Count to the Net Start Count (Focus 360 Session Count).
- 5.1.4** For the four-week Focus 360, Contractor's "placement window" will begin on regular GAIN/REP participants' first day in the four-week Focus 360 session and end 12 weeks following the end date of the four-week Focus 360 session.
- 5.1.5** Contractor will count part-time employments of Flex or Dual Track participants acquired during the Focus 360 placement window as equivalent to a full-time placement.
- 5.1.6** Contractor will count a 20-hour job as a full-time placement for participants who have a child under six years old, are single parents, and are only required to participate 20 hours in a WtW activity.
- 5.1.7** Persons removed from Focus 360 at the request of the GAIN/RCM Services Worker will not be included in calculating the Job Placement Rate.
- 5.1.8** Participants who are referred to short-term training or short-term vocational during or right after Focus 360 will not be included in calculating the Net Start Count.
- 5.1.9** The Net Start Count will not include duplicated cases.
- 5.1.10** Contractor will include in the calculation of full-time placement rate all full-time placements into subsidized employment if within the placement window.
- 5.1.11** If the unemployment rates decline or increase significantly at any time after July 2024, at County's discretion, the placement target rate will be adjusted accordingly.
- 5.1.12** Contractor is expected to maintain an annual Job Placement Rate of 40 percent for Short-Term Training program participants who have completed their approved training program and have been placed into unsubsidized employment. Job Placement Rate for short-term training programs is calculated 60 calendar days from completion of short-term training program.
- 5.1.13** Contractor will count placements in the month they occur resulting from GAIN/REP participant's completion of an approved short-term training

program. Placement will occur within 60 calendar days from the completion of the short-term training.

- 5.1.14** Contractor will not count placement from a short-term training completion towards the Focus 360 employment placement rate, unless the participant completes and finds employment during the Contractor's Focus 360 placement window.
- 5.1.15** One participant placed into both a part-time school activity and part-time employment during the placement window will be counted as one full-time placement.

5.2 Participation Rate

- 5.2.1** The Contractor will maintain an annual overall acceptable Focus 360 Start Rate of 50 percent of all participants scheduled for Focus 360.
- 5.2.2** The Contractor will maintain an annual overall acceptable Focus 360 Completion Rate of 75 percent of all participants who start Focus 360.
- 5.2.3** The Contractor will maintain an annual overall Short-Term Training completion rate of 65 percent of all participants who start an approved short-term training program.

5.2.4 Tutoring Services

- 5.2.4.1** Contractor will ensure the subcontractor creates a personal Student Learning Plan (SLP) for 100 percent of the students who attend/complete their first tutoring appointment based on current grade level determined through testing and input from the student's school and parent as appropriate; the SLP will include one to three learning goals.
- 5.2.4.2** The Contractor will measure and provide the students' academic progress semi-annually for students who attend at least 50 percent of their tutoring sessions. For the report period of August through December, the report is due on the 15th of February. For the report period of January through June, the report is due on the 15th of July.
- 5.2.4.3** The Contractor will ensure that follow up is conducted with the students' parent/care giver and with school input when possible for students who attend at least 50 percent of their tutoring session and obtain feedback to measure ongoing academic progress and/or to expand/modify the students' SLP as appropriate based on the feedback provided.

- 5.2.4.4** The Contractor will ensure that 65 percent of the students who attend 50 percent of their tutoring sessions attain at least one goal of their SLP goals.
- 5.2.4.5** The Contractor will provide final attendance/progress reports on each student who received at least 50 percent of tutoring sessions, indicating the child's number of tutoring sessions attended and academic improvement since entering the program. The final attendance/progress report is due on the 15th of July.
- 5.2.4.6** The contractor will ensure a survey is provided to the parent for the eligible children/youth.

5.3 Fiscal Deduction

- 5.3.1** To the extent that the annual Focus 360 Start Rate falls below the required percentage, a fiscal deduction of \$6,000 per FY may be assessed.
- 5.3.2** To the extent that the Contractor's annual Focus 360 Completion Rate falls below the required percentage, a fiscal deduction of \$6,000 per FY may be assessed.
- 5.3.3** To the extent that the Contractor's annual Job Placement Rate for Focus 360 falls below the required percentage, a fiscal deduction of \$6,000 per FY may be assessed.
- 5.3.4** To the extent that the Contractor's annual Job Placement Rate for Short Term Training program falls below the required percentage, a fiscal deduction of \$3,000 per FY may be assessed.
- 5.3.5** To the extent that the Contractor's annual Completion Rate for the Short-Term Training program falls below the required percentage, a fiscal deduction of \$3,000 per FY may be assessed.

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PERFORMANCE REQUIREMENT SUMMARY FOR GAIN JOB READINESS CAREER PLANNING SERVICES

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
1. Provide GAIN Program orientation training to public contact employees. <i>(Exhibit A-1 - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3 – Training (3.3.2)	100% of Contract staff receives GAIN Program orientation within 30 calendar days of starting employment.	None	On-site Observation Random Sampling Review of MMR Review of Employee Training Folder	\$500 per occurrence
2. Ensure all direct service employees are trained on County-approved and/or Contractor-developed curriculum. <i>(Exhibit A-1 - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3 Training (3.3.2)	100% of Contractor staff is trained on approved curriculum prior to Contract start date or within 30 calendar days of starting employment.	None	On-site Observation Random Sampling Review of MMR Review of Employee Training Folder	\$500 per occurrence
3. Ensure all direct service employees are trained on County's GOALS Program. <i>(Exhibit A-1 - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3 – Training (3.3.1)	100% of Contractor staff is trained on GOALS Program prior to the Contract start date, and for newly hired employees, prior to performing the Contract services.	None	On-site Observation Random Sampling Review of MMR Review of Employee Training Folder	\$500 per occurrence
4. Provide One-Day Orientation to all new Contract employees on a quarterly basis. <i>(Exhibit A-1 - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3-Training (3.3.3)	100% of new Contractor staff receive One-Day Orientation within 90 days of starting employment.	None	On-site Observation Random Sampling Review of MMR Review of Employee Training Folder	\$500 per occurrence
5. Provide a two-week quarterly in-service training for all new staff on the new Focus 360 model and report results on Contractor's MMR. <i>(Exhibit A-1 - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3	100% of new Contractor staff is provided a two-week quarterly in-service on the new Focus 360 model and training results are reported on the MMR.	None	On-site Observation Random Sampling Review of MMR Review of Employee Training Folder	\$500 per occurrence

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
6. Provide a one-day orientation for new employees quarterly and report attendee names on MMR. <i>(Exhibit A-1 - Statement of Work) Section 3.0 - Contractor Furnished Items Subsection 3.3 - Training (3.3.3)</i>	100% of new Contractor staff is provided a one-day orientation and all the attendee names are reported on the MMR.	None	On-site Observation Random Sampling Review of MMR Review of Employee Training Folder	\$500 per occurrence
7. Provide training workshops for direct services management and non- management staff during each Contract year. <i>(Exhibit A-1 - Statement of Work) Section 3.0 - Contractor Furnished Items Subsection 3.3 - Training (3.3.4)</i>	100% of all direct services management and non- management staff receive training workshops during each Contract year.	None	On-site Observation Random Sampling Review of MMR Review of Employee Training Folder	\$500 per occurrence
8. Resolve systems problems <i>(Exhibit A-1 - Statement of Work) Section 4.0 - Specific Tasks Subsection 4.5 - Reporting Tasks (4.5.5)</i>	Resolve any Contractor's system problem within five business days of discovery.	None	User Complaint Review of QC Plan Random Sampling Review of MMR On-site Observation	2% of Contractor's monthly flat fee per occurrence
9. Ensure that Confidentiality Agreements for all employees are on file. Contract: Section 7.0 - Administration of Contract Contractor Subsection 7.5 - Confidentiality	100% of all Contractor's staff has Confidentiality Agreements on file prior to employment start date.	None	Review of Employee's Folder	\$500 per occurrence
10. Invoices are submitted to County timely. Contract: Section 5.0 - Contract Sum, Subsection 5.5 - Invoices and Payments	All monthly invoices are timely submitted within 15 th calendar days after the service month.	One business day.	Management Review of Reports	\$500 per occurrence for late submission up to 29 days and additional \$500 for each additional month late

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
11. Reports are submitted to County timely <i>(Exhibit A-1 - Statement of Work)</i> Section 4.0 - Specific Tasks Subsection 4.5 - Reporting Tasks (4.5.1)	All reports are timely submitted by the 15 th calendar day of the following month, or next business day if it falls on a County recognized holiday, in which the Contractor performed the activities as required by County.	One business day	Management Review of Reports	\$500 per occurrence
12. Ensure that invoices and reports are complete and accurate. Contract: Part 4.0 - Specific Tasks Subsection 4.5 - Reporting Tasks (4.5.1)	All invoices and reports are complete and accurate.	None	Management Review of Reports and Invoices On site observation	\$500 per occurrence
13. Investigate user complaints. Contract: Section 8.0 - Standard Terms and Conditions Subsection 8.5 - Complaints	Complaints are investigated per the County-approved plan for investigating complaints.	None	User Complaint Management Review of Responses to Complaints	\$500 per occurrence
14. Maintain a quality control system. <i>(Exhibit A-1 - Statement of Work)</i> Section 1.0 - General Subsection 1.2 - Quality Control	Contractor complies with County-approved quality control plan.	None	User Complaint Review of QC Plan Random Sampling Review of MMR On-Site Observation	2% of Contractor's monthly flat fee per occurrence
15. Provide staff to discuss problems, attend meetings and provide participant records as requested by County. Contract: Section 7.0 - Administration of Contract – Contractor Subsection 7.1- Contractor Manager	Staff is available 100% of the time, as requested by County.	None	User Complaint	\$500 per occurrence

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>16. Comply with equal employment opportunity, nondiscrimination, and civil rights requirements.</p> <p>Contract: Section 8.0 - Standard Terms and Conditions Subsection 8.7 - Civil Rights Subsection 8.29 - Nondiscrimination</p>	Contractor is in compliance with equal employment opportunity, nondiscrimination, and civil rights requirements 100% of the time.	None	User Complaint On-Site Observation	\$500 per occurrence
<p>17. Report all suspected child abuse, elder abuse and welfare fraud.</p> <p>Contract: 9.0 Unique Terms and Conditions 9.1 Child/Elder Abuse/Fraud Reporting</p>	100% of the time suspected child abuse; elder abuse and welfare fraud is reported within the required timeframe specified in the California Penal Code and California Welfare and Institution Code.	None	User Complaint Random Sampling	\$50 per occurrence per day
<p>18. Update and maintain CalSAWS inventory.</p> <p>(Exhibit A-1 - Statement of Work) Subsection 3.4 Contractor Furnished Items</p>	Inventory is updated and maintained according to County standard. Inventory updates will be made within five workdays after any change occurs in the data.	None	User Complaint	\$500 per occurrence
<p>19. Provide the required Orientation direct and related services that are specifically outlined in the Statement of Work to GAIN/REP participants in a timely manner and for the appropriate duration covering all curriculums, as required by County.</p> <p>(Exhibit A-1 - Statement of Work) Section 4.0 - Specific Tasks Subsection 4.6 - Orientation Services</p>	100% of the time required Orientation services are performed and are provided timely.	None	User Complaint Random Sampling On-Site Observation Review of MMR	2% of Contractor's monthly flat fee per occurrence

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>20. Provide the required Focus 360 direct and related services that are specifically outlined in the Statement of Work to GAIN/REP participants in a timely manner and for the appropriate duration covering all curriculums, as required by County. (Exhibit A-1 - Statement of Work) Section 4.0 - Specific Tasks Subsection 4.7 - Focus 360 Services</p>	<p>100% of the time required Focus 360 services are performed and are provided timely.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of Contractor's monthly flat fee per occurrence</p>
<p>21. Maintain participant records as required. (Exhibit A-1 - Statement of Work) Section 4.0 - Specific Tasks Subsection 4.2 – Record Keeping</p>	<p>Participant records are maintained in accordance with County requirements.</p>	<p>None</p>	<p>User Complaint Random Sampling</p>	<p>\$500 per occurrence</p>
<p>22. Perform all management tasks outlined in the Statement of Work and as requested by County. (Exhibit A-1 - Statement of Work) Section 4.0 - Specific Tasks Subsection 4.1 - Contractor Management Services Contract: Section 7.0 - Administration of Contract - Contractor Subsection 7.1 - Contractor Manager</p>	<p>100% of all management tasks are performed by Contractor as required.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>\$500 per occurrence</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>23. Ensure key management staff (Contract Manager/Alternate Contract Manager) are staffed as agreed upon and replaced when there is a vacancy. <i>(Exhibit A-1 - Statement of Work)</i> Section 4.0 - Specific Tasks Subsection 4.1 - Contractor Management Services Subsection 4.2 - Record Keeping Contract: Section 7.0 - Administration of Contract - Contractor Subsection 7.1 - Contractor Manager</p>	<p>100% of the time key management staff are provided as agreed and replaced within 30 calendar days of a vacancy.</p>	<p>None</p>	<p>User Complaint On-Site Observation</p>	<p>2% of Contractor's monthly flat fee</p>
<p>24. Provide staff levels as agreed upon for delivery of Orientation and Focus 360 services and ensure that vacancies are filled and do not negatively impact service delivery. <i>(Exhibit A-1 - Statement of Work)</i> Section 4.0 - Specific Tasks Subsection 4.1 - Contractor Management Services Contract: Section 7.0 - Administration of Contract – Contractor Subsection 7.1 - Contractor Manager</p>	<p>100% of the time services are staffed at agreed upon levels. In cases where staffing levels fall below the agreed upon level, staffing levels at the agreed upon level will be resumed within 30 calendar days, and there is no adverse impact on service delivery due to the reduction in staffing.</p>	<p>None</p>	<p>User Complaint On-Site Observation</p>	<p>2% of Contractor's monthly flat fee</p>
<p>25. Provide all direct services outlined in the Statement of Work during County's normal business hours, Monday through Friday, and Saturday as required by County. <i>(Exhibit A-1 - Statement of Work)</i> Section 1.0 - General, Subsection 1.64 - Hours of Operation</p>	<p>100% of direct services are performed by Contractor during the required hours of operation.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of Contractor 's monthly flat fee</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
26. Provide insurance verification to the County Contract Administrator (CCA) Contract: Section 8.0 - Standard Terms and Conditions Subsection 8.22 and 8.26 – Insurance Coverage Requirements.	All insurance policies are current and meet insurance requirements.	None	Annual review of documents User Complaint Random Sampling On-Site Observation	2% of Contractor 's monthly flat fee
27. Provide County with an inventory list of all County-furnished equipment, materials, etc. Maintains and updates list regularly throughout term of contract. (Exhibit A-1 - Statement of Work) Subsection 3.2 - Contractor Furnished Items.	Inventory list is provided to County as required and updated regularly.	None	User Complaint Random Sampling On-Site Observation Review of MMR	2% of Contractor's monthly flat fee
28. Ensure that participants participate in Focus 360 sessions. (Exhibit A-1 - Statement of Work) Section 5.0 - Performance Measures (5.2.1)	Contractor maintains an annual Focus 360 Show Rate of 50% of the total referred (scheduled) participants.	None	Review of MMR	\$6,000 annually
29. Ensure that participants complete Focus 360 classes. (Exhibit A-1 - Statement of Work) Section 5.0 - Performance Measures (5.2.2)	Contractor maintains an annual Focus 360 Completion Rate of 75% of the total participants who start Focus 360.	None	Review of MMR	\$6,000 annually
30. Place participants into full-time employment that is expected to last for more than 30 days. (Exhibit A-1 – Statement of Work) Section 5.0 - Performance Measures	Contractor maintains an annual Full-Time Placement Rate, as described in Paragraph 5.1.1, of 25% of the net total participants who start Focus 360 will be placed into full-time employment.	None	County will reconcile Contractor's job placements to its job sessions and against County data.	\$6,000 annually

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
31. Ensure that participants complete their short-term training <i>(Exhibit A-1 - Statement of Work)</i> Section 5.0 – Performance Measures Subsection 5.2 – Participation Rate	Contractor maintains an annual Completion Rate of 65% of short-term training participants who start their training.	None	County will reconcile Contractor's job placements to its job sessions and against County data.	None
32. Ensure that short-term training participants are placed in unsubsidized employment <i>(Exhibit A-1 - Statement of Work)</i> Section 5.0 – Performance Measures	Contractor maintains an annual Job Placement Rate of 40% of short-term training participants who complete their training.	None	County will reconcile Contractor's job placements to its job sessions and against County data.	\$3,000 annually

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.			
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Contract Administrator: Click or tap here to enter text.			
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Contract Administrator Signature:			
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.			
<p>A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.</p>					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Use additional sheets if necessary

Click or tap here to enter text.

Contractor's Representative Signature

Date Signed

Additional Comments:	Click or tap here to enter text.

**GAIN/START/REP CONTRACTOR
CIVIL RIGHTS COMPLAINT ACTIVITY REPORT**

MONTH: _____

I. IDENTIFYING INFORMATION

_____ _____ Name of Contractor	_____ _____ Contractor ID Number
_____ _____ Address	_____ _____ Contact Person
	_____ _____ Telephone Number

II. SOURCE OF NEW COMPLAINTS

DPSS

GAIN/START/REP
Participant _____

Other: _____ **Total Received** _____

III. INVESTIGATION ACTIVITY **Number**

Carried over from prior month _____

Received during the month _____

Total on hand during month _____

Finalized during the month
(For Disposition, refer to Section IV) _____

Total on hand at the end of month: _____

Distribution: Original three copies to DPSS, fourth copy kept on file by Contractor for five years

IV. INVESTIGATION/COMPLAINT DISPOSITION

Date Received	Case Name	Case Number	Alleged Basis of Discrimination	Subcontractor Name	Disposition

MONTHLY MANAGEMENT REPORT LIST

I. Orientation MMR:

- Summary Letter GAIN/REP
- Orientation Summary (Starts, Shows, Completes)
- Orientation Services/Sessions for all sites individually and collectively
- Orientation - Overall Evaluation Rating
- Orientation - Participant Evaluation Summary
- Orientation - Services Report for REP
- Orientation Services Summary
- NE/NS-REP Orientation Services-Session Summary
- NE/NS-REP Summary (Starts, Shows, Completes)
- NE/NS-REP Participant Evaluation Summary
- NE/NS-REP Orientation - Overall Evaluation Rating

II. Focus 360 MMR:

- Summary Letter (Narrative)
- Success Stories
- Supportive Services Presentation Summary
- List of Dual Track Participants
- Summary of Participant Evaluation Replies
- Combined MMR Summary (EJC/VA and NENS/REP)
- Combined Referred Back to GAIN Summary (EJC/VA and NENS and REP Breakdown
- NENS/REP MMR Summary
- NENS/REP Referred Back to GAIN by Site and NENS and REP Breakdown
- NENS/REP Starts by Site
- NENS/REP Full Time Placements
- NENS/REP Part Time Placements
- NENS/REP Wage Summary
- NENS/REP Below Living Wage, Living Wage With and Without Benefits
- NENS/REP Vocational Assessment Summary
- NENS/REP Vocational Assessment List of Scheduled/Showed and Placed
- EJC/VA MMR Summary
- EJC/VA Referred Back to GAIN Summary and List Sorted by Site
- EJC/VA List of Starts (English and Spanish Combined)
- EJC/VA List of English Starts Sorted by Site
- EJC/VA List of Spanish Starts Sorted by Site
- EJC/VA Full Time Placements Sorted by Site
- EJC/VA Part Time Placements Sorted by Site
- EJC/VA Full Time English Placements Sorted by Site
- EJC/VA Part Time English Placements Sorted by Site
- EJC/VA Full Time Spanish Placements Sorted by Site
- EJC/VA Part Time Spanish Placements Sorted by Site
- EJC/VA Average Wage Summary
- EJC/VA Below Living Wage, Living Wage with and Without Benefits
- EJC/VA Vocational Assessment Summary

III. CalWORKs Tutoring MMR

- Monthly Statistical Summary
- Program Hours Spent

IV. Short Term Training MMR

- GAIN Cohort Starts
- GAIN Cohort Completions
- GAIN Cohort Placements
- GAIN HSE Starts
- GAIN HSE Completions

V. Tech Prep MMR

- Referrals
- Starts
- Completes

GAIN PARTICIPANT FEEDBACK SHEETS



Los Angeles County Office of Education, GAIN Division
GAIN Orientation/Motivation Evaluation

The Los Angeles County Office of Education (LACOE) is contracted by the Department of Public Social Services (DPSS) to provide Orientation/Motivation and Job Services for the GAIN Program. Your comments will be forwarded to DPSS in an effort to evaluate if contract requirements are being met by LACOE.

Date _____ Orientation/Motivation Site _____

Facilitator _____

FACILITATORS (INSTRUCTORS)

	Yes	No
1. Did the LACOE Facilitator tell you that the purpose of GAIN is to help you get a job and become self-sufficient?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did the LACOE Facilitator explain why you are better off working?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did today's program increase your belief that you can support your family through employment?	<input type="checkbox"/>	<input type="checkbox"/>
4. Did the LACOE facilitator inform you that supportive services are available to you i.e.; child care, transportation, clothing, housing, emergency transportation, as well as mental health, substance abuse and domestic violence?	<input type="checkbox"/>	<input type="checkbox"/>
5. Did a supportive services representative from a childcare, substance abuse, and/or domestic violence service agency conduct a presentation in your class?	<input type="checkbox"/>	<input type="checkbox"/>
6. If yes, was the information presented in a clear and concise manner?	<input type="checkbox"/>	<input type="checkbox"/>
7. Did you find the Mental Health Awareness presentation video informative?	<input type="checkbox"/>	<input type="checkbox"/>
8. Are you ready to participate in GAIN?	<input type="checkbox"/>	<input type="checkbox"/>

OVERALL RANKING

☐ Very Good
 ☐ Good
 ☐ Fair
 ☐ Poor
 ☐ Very Poor

ADDITIONAL INFORMATION

My short term goals: _____

My long term goals: _____

Change self-talk from, "It's hard to find a job to support myself and my family," to: _____

My next step to getting a job is: _____

How will I use the ten keys in my life? _____

My affirmation for self-sufficiency is: _____

Comments: _____



TODAY'S DATE: _____

(The above date must be the second Friday of each class)

The Los Angeles County Office of Education (LACOE) is contracted by the Department of Public Social Services (DPSS) to provide Orientation/Motivation and Job Services for the GAIN Program. Your comments will be forwarded to DPSS in an effort to evaluate if contract requirements are being met by LACOE.

Job Services Site _____ Facilitator _____

Class Start Date _____ Hybrid _____ In-Person _____

FACILITATORS (INSTRUCTORS)**Yes****No**

- I thought the LACOE staff was professional and helpful
- I thought the staff was well prepared and organized.

☐☐☐☐**MATERIALS**

- I thought the classroom materials, and the manner in which they were presented, were effective.
- The Individualized Job Search Plan has helped me to organize and plan my job search.

☐☐☐☐**OVERALL PROCESS**

- The first two weeks of FOCUS 360 has helped me develop the necessary skills to find a job.
- I was able to identify barriers to employment and learn about available resources to overcome those barriers.
- Listening to the DCBA presentations was of great benefit.
- Overall FOCUS 360 has been a positive experience.

☐☐☐☐☐☐☐☐**FACILITY**

- I thought the Job Services facility was well organized and found the classroom environment motivating and conducive to learning.

☐☐

GAIN Job Services Evaluation

The Los Angeles County Office of Education (LACOE) is always seeking ways to deliver services more creatively and efficiently. In an effort to continue to improve our program, your comments will provide valuable feedback as to whether or not we are meeting our goals. These additional comments will be forwarded to the LACOE GAIN Program supervisors and managers.

ADDITIONAL INFORMATION

If you missed any days or time from the first two weeks of FOCUS 360, what prevented you from attending? _____

Were you treated with courtesy and was your input valued? _____

Did the staff serve as positive role models for the program's requirement of dressing professionally and being on time? _____

How did the Individualized Job Search Plan assist you in developing your job search plan? _____

What did you like best about the first week of FOCUS 360? _____

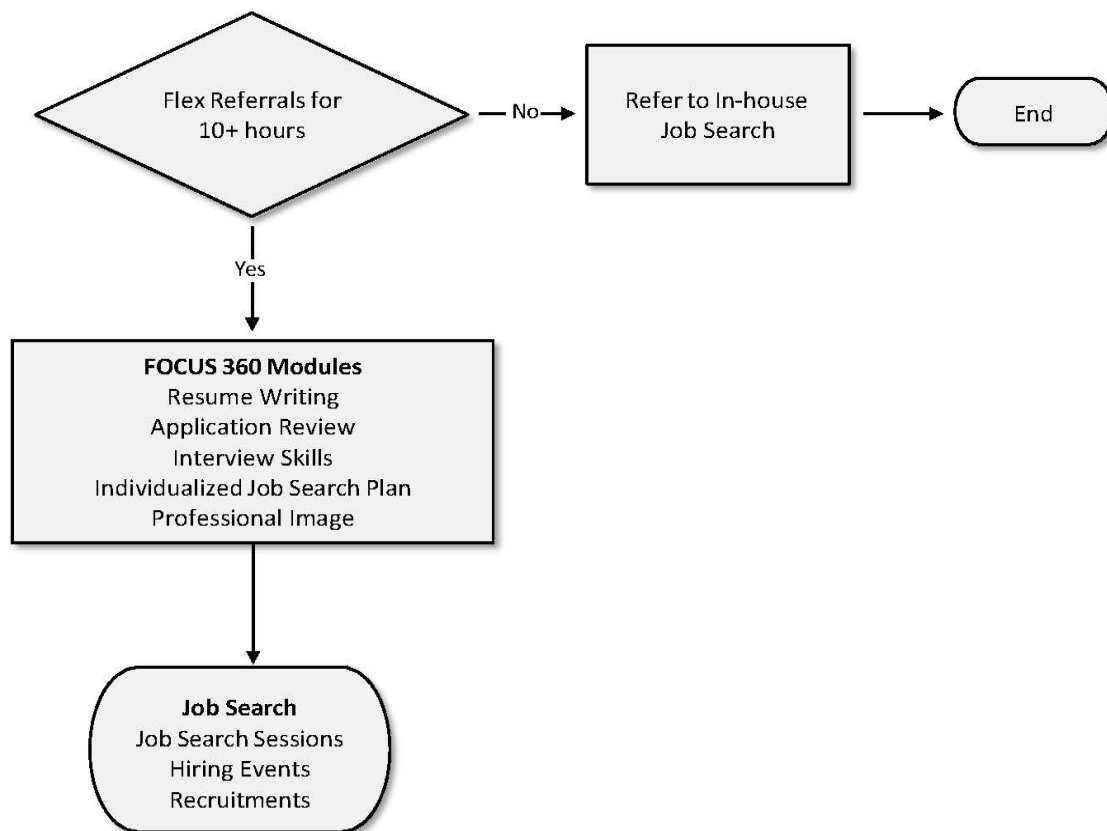
How can the first week be improved? _____

What did you like best about the second week of FOCUS 360? _____

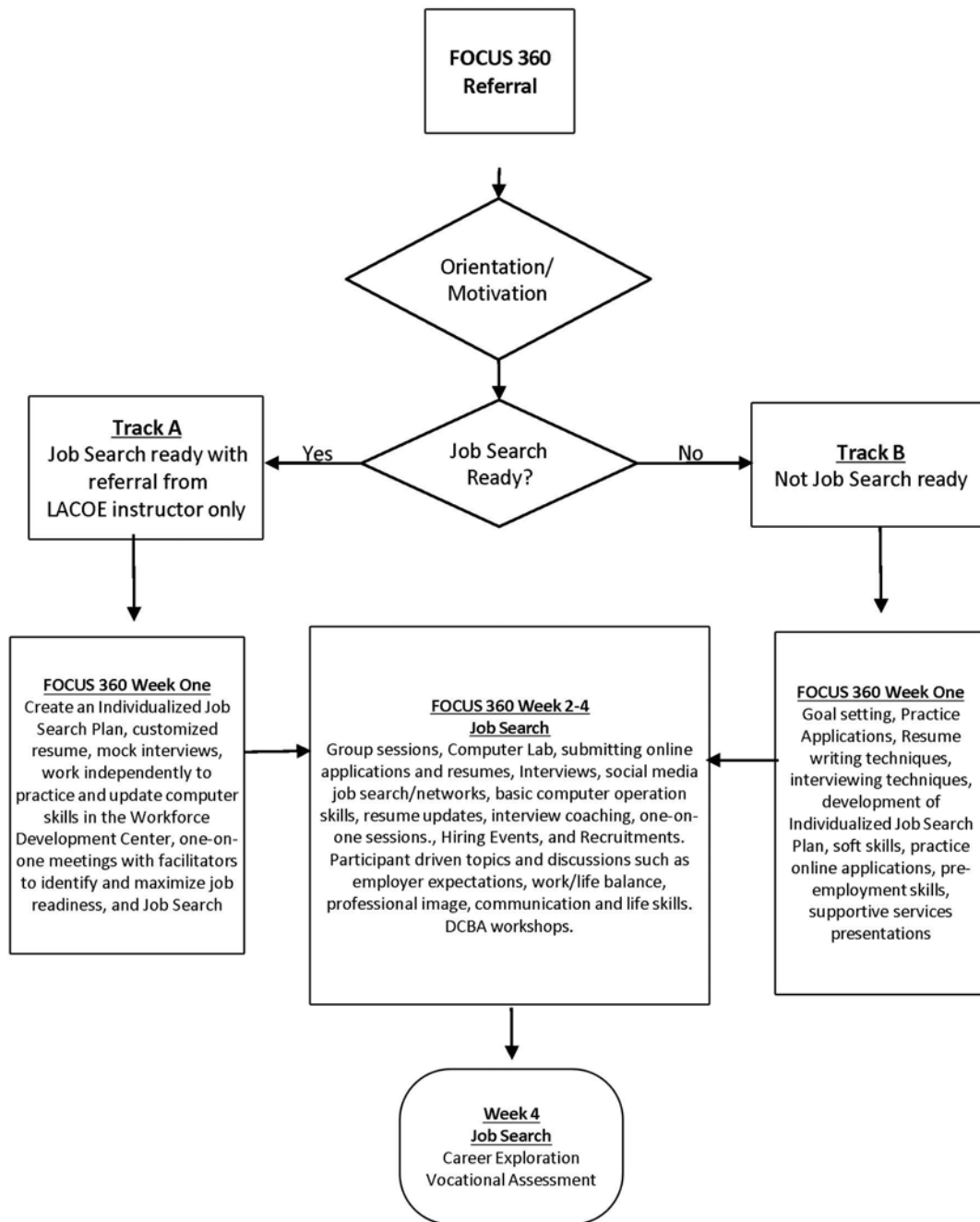
How can the second week be improved? _____

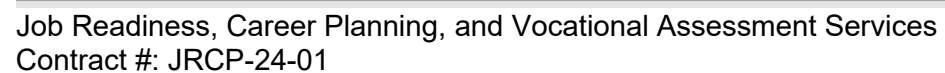
JOB READINESS CAREER PLANNING SERVICES FLOW CHART

*Flex Job Services Referrals Flow Chart**



*Job Readiness & Career Planning Program Flow-Chart**





REGIONAL GAIN OFFICES AND SUB-OFFICES

GAIN REGION I	West County* 5200 W. Century Blvd. Los Angeles, CA 90045	
GAIN REGION II	West San Fernando Valley* 21415 Plummer Street Chatsworth, CA 91311	
	Palmdale GAIN Sub-Office 1050 E. Palmdale Blvd., Suite 204 Palmdale, CA 93550	Santa Clarita GAIN Sub-Office 27233 Camp Plenty Road Canyon Country, CA 91351
GAIN REGION III	San Gabriel Valley 588 Atlas Ave. Suite 102 Monterey Park, CA 91755	Pomona GAIN Sub-Office 2255 N. Garey Avenue Pomona, CA 91767
GAIN REGION IV	Central County 3833 S. Vermont Ave., 3rd Fl. Los Angeles, CA 90037	
GAIN REGION V	South County 2959 E. Victoria St. Rancho Dominguez, CA 90221	
	Region V - Compton Sub-Office 211 E. Alondra Blvd. Compton, CA 90220	Region V - South Central Sub-Office 10728 S. Central Ave. Los Angeles, CA 90059
	Region V - South Family Sub-Office 17600 Santa Fe Ave. East Rancho Dominguez, CA 90221	
GAIN REGION VI	Southeast County 5460 Bandini Blvd. Bell, CA 90201	Southeast GAIN Sub-Office 5445 Whittier Blvd. Los Angeles, CA 90022
GAIN REGION VII	East San Fernando Valley 3307 N. Glenoaks Blvd. Burbank, CA 91504	

* Indicates DPSS facility where space is provided for Contractor to provide Orientation and Focus 360 Services.

LACOE (GAIN) CALWORKS JOB SERVICES SITES



LACOE GAIN DIVISION
9525 Imperial Highway, ECE-400, Downey, CA 90242

Neha Patel, Director
(562) 922-8675
LACOE GAIN Job Services Sites (CalWORKS)

Airport 5200 Century Blvd. Suite 100 Los Angeles 90045 (424) 414-5055 Supervisor <i>Sharon Beard</i>	Carson 649 Albertoni St. Carson 90746 (310) 538-6861 Supervisor <i>Sharon Beard</i>	Chatsworth 21415 Plummer Street Suite B Chatsworth 91311 (818) 718-4342 Supervisor <i>Vendon Smith</i>
Downey Ed Center East 9525 Imperial Highway, ECE 201 Downey 90242 (562) 922-8700 Supervisor <i>Nathan Auzenne</i>	Downtown 1625 W. Olympic Blvd. Suite 900 Los Angeles 90015 (213) 908-0831 Supervisor <i>Irma Lopez</i>	East Los Angeles 5400 E. Olympic Boulevard Suite 245 Los Angeles 90022 (323) 728-1246 Supervisor <i>Nathan Auzenne</i>
El Monte 11411 Valley Boulevard El Monte 91731 (626) 579-1224 Supervisor <i>Lisa Chan</i>	Glendale 143. S. Glendale Ave. #300 Glendale 91205 (818)265-5003 Supervisor <i>TBD</i>	Lancaster 1817 W. Avenue K Suite 309 Lancaster 93534 (661) 729-1239 Supervisor <i>Leticia Bustamante</i>
North Hollywood 6736 Laurel Canyon Blvd. Suite 300 North Hollywood 91606 (818) 764-8312 Supervisor <i>TBD</i>	Palmdale 1050 E. Palmdale Blvd. Suite 207B Palmdale 93550 (661) 265-0124 Supervisor <i>Leticia Bustamante</i>	Pomona 2249 Garey Ave. Pomona 91767 (909) 392-8070 Supervisor <i>Lisa Chan</i>
Santa Clarita 20730 Soledad Street Santa Clarita 91351 (661) 298-0152 Supervisor <i>Vendon Smith</i>		

Revised 10/25/23 jgv

REP PROGRAM OFFICES AND SUB-OFFICES

REP CONTRACTOR OFFICES AND SUB OFFICES - JVS SoCal

1. REP 1 MAIN
315 Arden Ave., Suite 18
Glendale, CA 91203
2. REP 2
1180 Durfee Ave., Suite #200
El Monte, CA 91733
3. REP 3
5446 Sepulveda Blvd.
Culver City, CA 90230
4. REP 4
4954 Van Nuys Blvd., Suite #201
Sherman Oaks, CA 91403
5. REP 5 Sub Office South Bay One-Stop
110 South La Brea Ave. (3rd Floor) Inglewood, CA 90301
6. REP 6 Sub Office
6505 Wilshire Blvd., Suite 200 Los Angeles, CA 90048
7. REP 7 Sub Office
625 North San Vicente Blvd. (1st Floor) West Hollywood, CA 90069
8. REP 8 Sub Office
Los Angeles Southwest College 1600 West Imperial Hwy.
Los Angeles, CA 90047 SoCTE Building, Room 115
9. REP 9 Sub Office
38510 Sierra Hwy
Palmdale, CA 93550

SERVICE PROVIDER REFERRAL

COUNTY OF LOS ANGELES

Service Provider Referral

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

DEAR _____
YOU HAVE AN APPOINTMENT ON _____ AT _____ TO:

- ☐ ENROLL IN _____
- ☐ BEGIN JOB SERVICES
- ☐ BEGIN YOUR VOCATIONAL ASSESSMENT
- ☐ CONTINUE YOUR PREVIOUS VOCATIONAL ASSESSMENT
- ☐ COMPLETE YOUR POST-EMPLOYMENT CAREER ASSESSMENT
- ☐ BEGIN YOUR THIRD PARTY ASSESSMENT
- ☐ BEGIN YOUR VOCATIONAL REASSESSMENT

YOUR APPOINTMENT IS WITH: _____

LOCATED AT: _____

TAKE THIS FORM WITH YOU TO INTRODUCE AND PROVIDE INFORMATION ABOUT YOURSELF. ALSO IF YOU HAVE PROOF OF YOUR SELECTIVE SERVICE REGISTRATION NUMBER, PLEASE TAKE IT WITH YOU.

IT IS IMPORTANT FOR YOU TO KEEP THIS APPOINTMENT. IF, FOR ANY REASON YOU CAN'T KEEP THE APPOINTMENT, CONTACT ME IMMEDIATELY.

GAIN SERVICES WORKER:	WORKER ID:	TELEPHONE NO:

INFORMATION FOR THE SERVICE PROVIDER

- **SECTION A**, ON THE SECOND PAGE OF THIS FORM, GIVES YOU INFORMATION ABOUT THIS GAIN PARTICIPANT.
- **SECTION B** OR **SECTION C**, ON THE SECOND PAGE OF THIS FORM, IS TO BE COMPLETED BY YOU AND RETURNED BY YOU OR THE PARTICIPANT TO THE GAIN OFFICE LISTED ABOVE WITHIN EIGHT WORKDAYS OF ENROLLING IN YOUR PROGRAM.
- IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE GAIN SERVICES WORKER AT THE NUMBER LISTED ABOVE. THANK YOU FOR YOUR ASSISTANCE.

SECTION A - COMPLETED BY GSW		GAIN REGION OFFICE:		GSW:			
PARTICIPANT NAME: _____			CALWORKS CASE NUMBER: _____				
RESIDENCE ADDRESS: _____							
MAILING ADDRESS: _____							
TELEPHONE: _____		BIRTHDATE: _____		SEX: <input type="checkbox"/> M <input type="checkbox"/> F			
PRIMARY LANGUAGE: _____							
LEGAL RIGHT TO WORK IN U.S.: <input type="checkbox"/> YES <input type="checkbox"/> NO			CITIZEN: <input type="checkbox"/> YES <input type="checkbox"/> NO				
CALWORKS MONTHS USED: _____ MONTHS			PARTICIPATION LIMITED TO 20 HOUR PER WEEK <input type="checkbox"/>				
HIGH SCHOOL DIPLOMA/GED/CHSPE/HISET: _____			POOR WORK HISTORY <input type="checkbox"/>				
REFERRED TO SPECIALIZED SUPPORTIVE SERVICES (Y/N): _____							
ADDITIONAL COMMENTS: _____							
I CERTIFY THAT THE ABOVE DATA HAS BEEN VERIFIED/DOCUMENTED BY AN EMPLOYEE OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES. THE DEPARTMENT CERTIFIES THAT THIS INDIVIDUAL HAS PROVIDED DOCUMENTATION THAT HE/SHE IS LEGALLY ENTITLED TO WORK IN THE U.S.							
GSW SIGNATURE: _____		DATE: _____		TELEPHONE: _____			
I AUTHORIZED THE EXCHANGE OF PERTINENT GAIN/CALWORKS INFORMATION BETWEEN DPSS, STATE, AND FEDERAL AGENCIES OR THEIR REPRESENTATIVES FOR MONITORING, HEARINGS AND/OR AUDITING PURPOSES.							
_____ GAIN PARTICIPANT SIGNATURE							
SECTION B - COMPLETED BY EDUCATION/TRAINING PROVIDER							
NAME OF SCHOOL/FACILITY: _____			SCHOOL/FACILITY ADDRESS: _____				
<input type="checkbox"/> NOT ACCEPTED BECAUSE: _____							
NAME OF PROGRAM: _____			DATE ENROLLED/REGISTERED: _____				
START DATE: _____		EXPECTED COMPLETION DATE: _____		HRS. PER WEEK: _____			
SCHEDULE: CLASS HOURS (SHOW A.M. OR P.M.)							
SUBJECT	UNITS	MON	TUE	WED	THU	FRI	SAT
PLEASE SPECIFY IF ANY OF THE FOLLOWING RESOURCES ARE AVAILABLE FROM YOUR FACILITY:							
<input type="checkbox"/> CHILD CARE: SOURCE/AMT: _____							
<input type="checkbox"/> TRANSPORTATION: SOURCE/AMT: _____							
<input type="checkbox"/> ANCILLARY EXPENSES (BOOK, TOOLS, FEES, ETC.): SOURCE/AMT: _____							
PERSON COMPLETING THIS FORM: _____				DATE: _____			
POSITION: _____				TELEPHONE: _____			
SECTION C - COMPLETED BY COE/JS OR VOCATIONAL ASSESSOR							
<input type="checkbox"/> COE/JS OFFICE: _____				OR VOCATIONAL ASSESSOR: _____			
START DATE: _____				EXPECTED COMPLETION DATE: _____			
PERSON COMPLETING THIS FORM: _____				DATE: _____			
POSITION: _____				TELEPHONE: _____			

County of Los Angeles

Department of Public Social Services

NOTIFICATION OF CHANGE FROM SERVICE PROVIDER

DATE:

TO:	GAIN Services Worker:	Worker ID Number:	GAIN Regional Office/CalWORKs District Office:
	Address:		
FROM:	Service Provider Name:	Contact Person:	Service Provider ID Number:
	Address:		
	Email:	Telephone Number:	
PARTICIPANT INFORMATION			
Participant Name:		Case Number:	
Address:		GAIN Activity:	

SECTION A - ENROLLMENT DATE/GAIN ACTIVITY START DATE INFORMATION

- ☐ Enrollment date rescheduled to _____
- ☐ Activity start date rescheduled to _____
- ☐ Enrollment not completed. Explain: _____
Rescheduled to _____
- ☐ Other enrollment/start date information _____

SECTION B - CHANGE IN CLASS/TRAINING/SERVICE SCHEDULE

Education Service Providers

- ☐ New schedule attached
- ☐ No longer enrolled as of _____ Reason for exit/drop: _____
(date)
- ☐ Dropped below reported units and/hours. New units/hours: _____

SECTION C - ASSESSMENT INFORMATION

- ☐ Assessment appointment date rescheduled to _____
- ☐ Assessment not completed. Explain: _____
Rescheduled to _____

CONTRACTOR MANAGER AND MANAGEMENT COORDINATOR
JOB DESCRIPTIONS

**LOS ANGELES COUNTY OFFICE OF EDUCATION DIRECTOR, GREATER
AVENUES FOR INDEPENDENCE (GAIN)**

DEFINITION

Under administrative direction, plans, organizes, directs and manages the GAIN division; formulates programs, operational policies, guidelines and procedures; directs the preparation and administration of the budget; coordinates, monitors and reviews program services and goals; and provides interpretation and guidance to ensure program compliance.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from other classes in that it requires specialized subject matter expertise in the planning, development and administration of workforce development programs, activities and services for Welfare-to-Work participants. This class is distinguished from other director positions in that it is responsible and accountable for the program services provided by the division of GAIN.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the Assistant Superintendent of Educational Services. Responsibilities include direct and indirect supervision of professional, technical and clerical personnel.

EXAMPLES OF DUTIES – Duties may include, but are not limited to the following:

- Plans, organizes, directs and supervises the staff and activities related to the day-to-day program management and operations of the GAIN division including both GAIN and START (formerly known as General Relief Opportunities for Work (GROW)) contractual program guidelines.
- Works with the Los Angeles County Department of Public Social Services (DPSS) to plan and direct activities, implement, justify and defend decisions and arrive at alternative solutions to program issues and concerns.
- Provides leadership and direction in the development and administration of needs assessments to determine program requirements and contractual compliance.
- Plans, organizes, directs and administers the human and monetary resources of the GAIN and START programs to ensure that goals and objectives are accomplished within prescribed priorities, time limitations and contractual funding.
- Plans, coordinates and collaborates with DPSS in the development and implementation of data collection and data analysis to measure the impact of Welfare-to-Work programs.
- Develops, implements, monitors and interprets the application and administration of program policies, goals and objectives based on contractual guidelines.
- Negotiates, executes, monitors and review contract requirements and program funding budgets with DPSS.
- Monitors staff and activities for meeting program requirements.

- Develops, plans, organizes and implements staff development training and programs.
- Reviews, monitors and audits program evaluation reports.
- Plans, organizes and directs research and development activities in the design and implementation of new and innovative support service networks and infrastructure program concepts.
- Guides and directs the preparation and administration of the budgets and maintains appropriate budgetary controls.
- Attends county-wide meetings relative to Welfare-to-Work subcommittee issues.
- Performs related duties as assigned.

JOB REQUIREMENTS

Knowledge of:

Laws, codes, regulations, and requirements pertaining to GAIN and START Welfare-to-Work programs; evaluation strategies and techniques of determining program services and staff operational effectiveness; human relations and conflict resolution strategies and team building principles and techniques; principles and practices of human resources, budgeting, and organizational management; contract negotiation and administration; and laws and regulations pertaining to managing a diverse workforce.

Ability to:

Create a positive work environment and motivate staff to meet program requirements; enable constructive and productive group interaction and maintain group commitment to goals and objectives; analyze, assess, and interpret statistical and programmatic data; analyze complex problems, develop solutions, and make effective decisions; prioritize and plan work activities; set expectation and performance standards; handle disputes and diffuse tension; understand and manage organizational change; make, evaluate and revise long-range plans and goals; adapt well to changes in work environment; stay informed and share information with others; establish and maintain effective working relationships with others regardless of their interest, perspectives, background and organizational level; identify and satisfy customer needs; communicate effectively, both orally and in writing; and model communication and interaction that respect and include all individuals and their languages, abilities, religions, and cultures

MINIMUM QUALIFICATIONS

Experience: Five years of management experience in a public or private non-profit organization responsible for coordinating delivery of adult education or employment training/retraining programs, including three years of experience managing a unit of at least 20 employees.

Education: A bachelor's degree with college course work in management and/or administration, from an institution of higher learning accredited by a regional accrediting organization recognized by the Council of Higher Education Accreditation. Master degree in a related field is preferred.

SPECIAL REQUIREMENTS:

A valid California driver's license, proof of insurability and the availability of private transportation or the ability to provide transportation between job sites is required.

**LOS ANGELES COUNTY OFFICE OF EDUCATION CAREER DEVELOPMENT
PROGRAM MANAGER**

DEFINITION

Under administrative direction, plans, organizes, develops, and manages the program operations of participant-oriented career development and other employment-related services; and ensures contract compliance and monitoring of various employment-related services.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the Director, GAIN or higher-level administrator. Responsibilities include supervision of professional, technical and clerical staff.

EXAMPLES OF DUTIES

The classification specification provides a summary of typical job duties performed, along with the general nature and level of work performed by employees in this classification. Duties may include, but are not limited to, the following:

- Researches, prepares, and negotiates delivery of program services, scope of work, and contracts with employers and agencies.
- Researches, plans, develops, and manages goals and objectives, activities, procedures and policies of career development-related programs to meet contractual obligations.
- Provides consultation and makes recommendations to Department of Public Social Services (DPSS) regarding best practices for program services.
- Develops and implements a marketing strategy to promote the educational services of the program.
- Develops, implements, and trains others to use program-wide management systems to track and monitor program activities and increase process efficiency.
- Develops master schedule proposal of workforce readiness and career development activities for the program year to ensure contract compliance and to meet the career development or employment-related needs of the program and participants.
- Leads and coordinates the development and revision of program services materials, curriculum, and course modules for presentation in the classroom, workshops, seminars, and conferences.
- Researches, establishes, and maintains strategic partnerships with potential employers and community-based agencies to promote and develop job training and placement opportunities and other program goals.
- Oversees, generates, and writes various narrative and statistical reports, proposals, letters, memos, and other correspondence to report progress in meeting program and contract goals.
- Reviews and interprets program policies and procedures and proposes recommendations for improvement.
- Evaluates delivery of programs, implementation of instructions, and other program services and develops recommendations to improve effectiveness.

- Manages input of program and participant data and establishes a system to identify and correct any errors.
- Serves on advisory committees and attends special conferences on the local, state and national level to evaluate new developments and strategies affecting program objectives and results.
- Prepares and monitors the budget for assigned programs.
- Performs related duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Applicable state and federal laws and regulations, and LACOE policies
- Principles and techniques of employee selection, hiring practices, job search and placement
- Principles of program budget preparation, monitoring and reporting
- Career development assessment and counseling techniques
- Economic and labor market conditions and trends
- Principles and methods of training, instruction, and behavior modification
- Contract development, contract compliance, and negotiations
- Fundamental concepts of employment laws, codes, and regulations, including EEO, FLSA, FMLA, and Cal/OSHA and applicable provisions of collective bargaining agreements

CORE COMPETENCIES:

- Analyzing & Interpreting Data – Drawing meaning and conclusions from quantitative and/or qualitative data
- Critical Thinking – Analytically and logically evaluating information, propositions, and claims
- Decision Making – Choosing optimal courses of action in a timely manner
- Industry Monitoring – Grasping the external political, economic, competitive, and social factors affecting the industry
- Legal & Regulatory Navigation – Understanding, interpreting, and ensuring compliance with laws and regulations
- Professional & Technical Expertise – Applying technical subject matter to the job
- Oral Communication – Engaging effectively in dialogue
- Presentation Skill – Formally delivering information to groups
- Writing – Communicating effectively in writing
- Customer Focus – Attending to the needs and expectation of customers
- Handling Conflict – Managing interpersonally strained situations
- Negotiating – Reaching mutually satisfying agreements and compromises
- Relationship Building – Establishing rapport and maintaining mutually productive relationships
- Assessing Talent – Identifying performance capabilities and potential of others
- Developing Others – Supporting others in stretching and expanding their capabilities
- Managing Performance – Ensuring superior individual and group performance
- Project Management – Planning and tracking projects to ensure they are on-time, on-budget, and achieve their objectives
- Cultural Proficiency – Modeling communication and interaction that respect and include all individuals and their languages, abilities, religions and cultures

PHYSICAL DEMANDS AND WORK ENVIRONMENT

This summary provides examples of the typical physical demands and work environment of this classification.

Physical Demands:

Work is sedentary.

- Moves between areas of a work site to meet with staff, employers, and stakeholders
- Remains in a stationary position to perform desk work
- Lifts items such as screens and equipment weighing less than 20 pounds without assistance
- Carries items such as screens and equipment weighing less than 20 pounds without assistance
- Uses hands, wrists, and fingers repetitively to type and operate office equipment
- Rotates the head right or left from a neutral position to review work materials
- Exchanges information with co-workers and customers regarding work-related matters
- Uses near visual acuity at 20 inches or less to operate desktop or laptop computer

Work Environment:

The work environment involves everyday risks or discomforts that require normal safety precautions.

- Exposed to outdoor weather conditions when moving between buildings and sites
- Requires frequent travel by car
- Works in an indoor environment

MINIMUM QUALIFICATIONS:

Experience: Five years of experience in administering or coordinating personnel, placement employment, career or job development, including two years of experience in a supervisory or management capacity.

Education: A Bachelor's degree in public or business administration, psychology, sociology, political science, economics or other fields closely related to the job requirements of this classification, from an institution of higher learning recognized by the Council of Higher Education Accreditation. Foreign degrees and credit units require translation and equivalency established by an agency recognized by the Commission on Teacher Credentialing.

Additional Requirements: A valid California driver's license and availability of private transportation or ability to provide transportation between job sites is required.

CLASSIFICATION APPROVED

CLASSIFICATION APPROVED BY PERSONNEL COMMISSION

LITERACY SCREENING TOOLS

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Your Name _____ Date _____

GAIN Services Worker No. _____

PRACTICE APPLICATION

My name is Joyce or James Rodgers. I live at 1320 Josephine Street in Los Angeles, California. My zip code is 90827 and my phone is (562) 232-5409. MY social Security Number is 925-45-8899 and my Driver's License Number is DA135790.

I have worked at the Johnson Steel Mill since July 19, 1989. The mill is located at 1200 Lynwood Road in Vernon, CA 91321. I graduated from Cougar High School in June, 1988. After I graduated from high school, I worked at the mill full time as a loader for \$4.00 an hour. I received a promotion to a manager in 1992. Since then, I have supervised the shipping department. I am paid \$8.00 per hour.

I need to get another job because the mill is closing. I heard that Philip's Department Store is hiring managers. I want to earn at least \$10 per hour. I will be available to begin work in two weeks.

I	NAME (LAST, FIRST) 1	HOME TELEPHONE NUMBER 2	SOCIAL SECURITY NUMBER 7
	ADDRESS (NUMBER, STREET) 3a	(CITY, STATE AND ZIP CODE) 3b	DRIVER'S LICENSE NUMBER 8
	POSITION DESIRED 5	SALARY DESIRED 6	DATE AVAILABE FOR WORK (M/D/Y) 4
II	NAME OF MOST RECENT EMPLOYER 9		
	ADDRESS OF EMPLOYER (NUMBER, STREET) 10a	(CITY, STATE AND ZIP CODE) 10b	
	STARTING POSITION 11	STARTING SALARY 12	
	LAST POSITION 13	LAST SALARY 14	
	DUTIES 17		
	DATES EMPLOYED (MONTH/DAY/YEAR) 16		
	FROM 15 TO		
	REASON FOR LEAVING 18		
III	SCHOOL	NAME	MONTH/YEAR GRADUATED
	HIGH SCHOOL	19	20

GN 6143-1 (04/00)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

PRACTICE APPLICATION

INSTRUCTIONS

(TO BE READ TO PARTICIPANTS IN THEIR LANGUAGE)

1. GAIN will give you lots of help to find a job. Although we haven't worked with most of you yet in completing job applications, we would like you to try out a little exercise for us. Don't think of this as a test, but as a beginning practice in completing a job application.
2. Please write your name and the date at the top of the Practice Application. Today's date is _____.
3. Do not complete the GAIN Services Worker Number line.
4. Now, for this exercise, pretend you are a job-seeker named Joyce (or James) Rodgers, and that you are being asked to fill out a job application form.

All of the information that you will need to complete the application is in the story. Use only this information to complete the Practice Application form.

5. If you want to change your response, use the eraser – but make sure that your answer is written clearly. If you have a problem completing the application for any reason, for example vision or reading problems, do the best you can anyway.
6. You will be asked to stop in 15 minutes.

GN 6143-2 (04/00)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

PRACTICE APPLICATION - SCORING KEY

Participant's Name	Points
Today's Date	0
1. Rodgers, Joyce or James	5
2. (562) 232-5409	5
3a. 1320 Josephine Street	2.5
3b. Los Angeles, California 90827 (Calif or CA)	2.5
4. In two weeks	5
5. Manager	5
6. \$10.00	5
7. 925-45-8899	5
8. DA 135790	5
9. Johnson Steel Mill	5
10a. 1200 Lynwood Road	2.5
10b. Vernon, CA 91321	2.5
11. Loader	5
12. \$4.00 per hour	5
13. Manager	5
14. \$8.00 per hour	5
15. July 19, 1989	5
16. Present / now / current	5
17. Supervise Shipping	5
18. Mill closing	5
19. Cougar High School	5
20. June 1988	5

GN 6143-3 (04/00)

EXHIBIT A-2, STATEMENT OF WORK

VOCATIONAL ASSESSMENT

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PREAMBLE

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

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

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

STATEMENT OF WORK

1 GENERAL

1.1 Scope of Work

Contractor will provide all management/administrative services necessary for provision of vocational/career assessments for GAIN, REP, START, and CalFresh Able Bodied Adults Without Dependents (ABAWD) participants and Learning Disabilities Services for GAIN and CalWORKs REP participants. Learning Disabilities Services will be structured according to a two-tier system consisting of: a) TIER I: Evaluations With and Without Accommodations and b) TIER II: Learning Disabilities Diagnosis.

These services will include, but are not limited to, continuous development and maintenance of a current inventory of individual assessors, evaluators, and diagnosticians (direct service providers) via subcontracts with private and/or public firms/agencies, training and monitoring of Contractor and/or subcontractor personnel, submission of required reports, invoicing, support resolution of subcontractor invoice problems, and provision of a liaison to work with the County and direct service providers.

1.2 Quality Control

Contractor will establish and maintain a County-approved Quality Control system, which is Contractor's internal inspection and review of Intermediary Contractor's services, as specified in Exhibit A-2, Attachment 15 - Performance Requirement Summary. Under this system, Contractor, at a minimum, will do the following:

- 1.2.1 Ensure that all Contractor reports provide acceptable data as required by this Agreement.
- 1.2.2 Provide assurance that Contractor is in compliance with the provisions of this Contract.
- 1.2.3 Maintain a file of the results of all quality control efforts and all corrective actions.
- 1.2.4 Use a Participant Questionnaire in a format approved by the County to obtain feedback on the GAIN/START/REP Assessment, Learning Disability Evaluation, and Diagnosis process. Contractor will send a summary of the responses to the Participant Questionnaire to County as part of the monthly management report. Contractor will also resolve any problems reported on the Participant Questionnaire.

1.3 Subcontract Monitoring

Contractor will monitor assessment and learning disabilities evaluations and learning disabilities diagnosis service providers for contract compliance and quality

of services. All changes to the approved monitoring plan will be submitted to County for approval before such changes are implemented by Contractor. Contractor will also be responsible for notifying any subcontracted learning disabilities specialists that they must be available to attend any State hearings requested by participants, if necessary.

1.3.1 Contractor will utilize the following monitoring methods on a quarterly basis:

- Random sampling;
- 100% review;
- User complaints;
- Review of participant service reports (File Review);
- On-site observation of Focus 360 and Community Sites;
- Participant surveys; and/or
- Information, reports, or data which may be provided by County.

1.3.2 At minimum, Contractor will monitor all subcontractors at all Focus 360 and Community Sites at least once each quarter. All new subcontractors will be monitored on a monthly basis for the first six months. After that, if subcontractors' performances are acceptable, monitoring can be reduced to a quarterly basis. Subcontractors who have exceeded the allowable error rate set forth in the approved monitoring plan will be monitored monthly until their performance is within the allowable error rate for three consecutive months, after which, monitoring may be reduced to a quarterly basis.

1.3.3 Contractor will maintain the results of all monitoring efforts and all corrective actions taken.

1.3.3.1 Contractor will provide a quarterly report of monitoring results to the County Contract Administrator (CCA), for all subcontractors.

1.3.3.2 Contractor will submit a quarterly monitoring report for GAIN/START/REP to the CCA by the 25th calendar day following each quarter. If the 25th falls on a Saturday, Sunday, or County recognized holiday, the report will be due on the next business day after the 25th. The report will include a summary of all monitoring findings for subcontractors and will include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.

1.4 Quality Assurance

1.4.1 County will monitor the Contractor's performance under this Contract using the quality assurance procedures specified in the Performance Requirement Summary, or any other such procedures as may be

necessary to ascertain that the Contractor is in compliance with this Contract.

- 1.4.2** Performance evaluation meetings will be held jointly by County and the Contractor Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, a meeting will be held within five business days, or sooner, at the discretion of the CCA.

1.4.3 Contract Discrepancy Reports

Verbal notification of a Contract Discrepancy will be made to the Contractor Manager, or alternate, as soon as possible whenever a Contract Discrepancy is identified. When possible, the problem will be immediately resolved by the Contractor Manager or within a period of time mutually agreed upon by the County and the Contractor. The CCA will issue a written CDR to the Contractor Manager or alternate. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies or presenting contrary evidence and ten business days to provide a Corrective Action Plan. A Corrective Action Plan, including a timetable for correction of all deficiencies identified in the CDR, will be submitted to the CCA. See Exhibit A-1, Attachment 2.

- 1.4.4** The minutes of all Performance Evaluation Meetings will be prepared by the CCA and signed by the Contractor Manager and the CCA. Should the Contractor Manager not concur with the minutes, he/she will submit a written statement to the CCA, within ten business days from the date of receipt of the signed minutes. Failure to do so will result in the acceptance of the minutes as written. Should the CCA disagree with the Contractor Manager's timely written response, any disagreement will be taken up to the next level in the chain of command.

1.5 Government Observations

Federal, State and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, personnel may not unreasonably interfere with the Contractor's performance.

1.6 Attendance at and Notice of Meetings

Contractor will have appropriate levels of staff attend all meetings requested by County. County will notify Contractor of the need to attend such meetings five business days in advance of each meeting. Contractor may request meetings with County as needed with five business days' advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and County.

1.7 Communication

County will notify Contractor orally and with written confirmation upon County's identification of any problems in Contractor's performance of this Contract. Contractor will respond in writing to County's inquiries within five business days clarifying the stated problem(s) or confirming corrective action to County's satisfaction.

1.8 Hours of Operation

Contractor will be available to provide services to County during normal business hours, Monday through Friday, from 8:00 a.m.- 5:00 p.m. To accommodate participants, vocational/career assessments, learning disabilities evaluations, and learning disabilities diagnoses may be conducted in evening hours from 5:00 p.m. to 9:00 p.m., Monday through Friday, or on Saturday from 8:00 a.m. to 5:00 p.m.

Contractor is not required to provide services on County recognized holidays. The CCA will provide a list of County holidays to Contractor when this Contract is approved and prior to subsequent calendar years.

2 COUNTY FURNISHED ITEMS

2.1 Equipment

All County furnished items are provided by the County for the duration of the Vocational Assessment Services Contract only, and solely for the performance of this Contract. The County will provide no materials, equipment, and/or services necessary to perform vocational assessment services, except as identified below.

2.1.1 Information Technology (IT)

- 2.1.1.1** The County will provide; or cause to be provided, at no cost to the Contractor(s), the following Information Technology:
- 2.1.1.2** Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- 2.1.1.3** Any additional IT resources deemed necessary by the County.
- 2.1.1.4** Contractor will maintain the security and integrity of CalSAWS by having up-to-date User Agreements (provided by the County) on-file for each end-user and disallowing the sharing of access codes and passwords between staff. Contractor will ensure that only authorized Contractor personnel are permitted Web access to CalSAWS and any replacement computer systems.

- 2.1.1.5** The County will evaluate and approve all software or tools used in the operation or support of the Vocational Assessment process. All approved software must be compatible with County hardware and software standards.

2.1.2 Virtual Private Network (VPN)

- 2.1.2.1** County will issue token-less authentication with the VPN access to be used for remote access to County eligibility system for a limited number of staff per site on hardware provided by Contractor and each subcontractor upon request through the established procedure set by DPSS.
- 2.1.2.2** Contractor will provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN.
- 2.1.2.3** Contractor will inform the County within one business day from the date the Contractor is notified that Contractor staff is no longer working under this contract to ensure access to the County data system is removed and VPN access revoked.
- 2.1.2.4** Upon termination of this Contract or at County's request, Contractor and each subcontractor will terminate VPN access.

2.2 Material

- 2.2.1** County will furnish Contractor with necessary, updated departmental computer system instructional material and security information.
- 2.2.2** When requested by Contractor, County will provide training classes to Contractor in a format deemed appropriate by DPSS.
- 2.2.3** When requested by Contractor, County will furnish any updates to and California Department of Social Services (CDSS) Manual of Policies and Procedures Division 21-203.2 on Civil Rights Investigations, State Manual Section 23-600 on Purchase of Service, State Manual Chapter 20-000 on Welfare Fraud, Los Angeles Penal Code 11167.5 on Child Abuse, and DPSS Administrative Directive 2898, dated 10/14/87 on Elder Abuse.
- 2.2.4** County will furnish Contractor with nondiscrimination in services posters.
- 2.2.5** County will furnish Contractor the updates to the GAIN County plan as approved by County.
- 2.2.6** When requested by Contractor, County will furnish Contractor with a listing of persons/firms identified by County as interested in providing

GAIN/START vocational assessment services.

- 2.2.7** When requested by Contractor, County will provide Contractor forms on which to document assessment results to return to the County. The need for these forms from County will be minimal as assessors adapt the forms to their computer systems.

2.2.7.1 For GAIN: GN 6013, GN 6014, and GN 6007.

2.2.7.2 For START: ABP 1607 and ABP 1608.

- 2.2.8** When requested by Contractor, County will provide Contractor with Barriers to Employment Screening forms.

2.3 Service

- 2.3.1** County will furnish GAIN "train the trainer" training as appropriate for new Contractor staff only if there is no one on Contractor's staff that was previously trained.
- 2.3.2** County will provide the following training for Contractor and direct service staff via "train the trainer" on a continuing basis: Barriers Screening, Civil Rights, Cultural Awareness, Child and Elder/Dependent Adult Abuse Awareness, and CalSAWS

3 CONTRACTOR FURNISHED ITEMS

3.1 Facilities

- 3.1.1** Contractor and subcontractor will furnish all facilities necessary to perform all services required by this Contract.
- 3.1.2** Subcontractors will request permission in writing from Contractor and County to move their direct service assessment sites from approved original locations.
- 3.1.3** Requests to move locations will be submitted by subcontractors to Contractor and County at least 60 calendar days prior to the move date.
- 3.1.4** Permission for subcontractors to move will be granted contingent upon submitting an acceptable justification for the move which demonstrates the need to move, adequate access to public transportation, square footage equivalent to the original site, and layout of office space conducive to providing quality assessments.

3.2 Equipment/Supplies/Materials

- 3.2.1** Contractor will furnish all equipment and supplies necessary to perform all services required by this Contract which is not provided by County,

as needed and approved by County.

- 3.2.2** Contractor will furnish desks, tables, chairs, utilities, telephones, and internet access for Community site facilities.
- 3.2.3** With the exception of County-furnished items as stated in this SOW, Section 2.0 County Furnished Items, Contractor will obtain all equipment necessary to perform all services required by this Contract in accordance with Exhibit B (Contractor's Budgets), hereunder.
- 3.2.4** Contractor will establish and maintain an inventory of all equipment purchased by Contractor using County funds. The inventory will include the following after the start of this Contract:
 - 3.2.4.1** Name and phone number of Contractor's contact person where equipment is located;
 - 3.2.4.2** Address where equipment is located;
 - 3.2.4.3** Type of equipment;
 - 3.2.4.4** Brand, model number, and serial number of equipment;
 - 3.2.4.5** County bar-code number on equipment, if applicable;
 - 3.2.4.6** Date of purchase or delivery; and
 - 3.2.4.7** Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 3.2.5** Contractor will establish and maintain an inventory of all County-furnished equipment, material, etc. purchased and utilized for this and any prior Contract between Contractor and County for services herein.
- 3.2.6** Contractor will update the equipment inventory on no less than a semi-annual basis and will provide County and updated inventory list during the term of this Contract upon request.
- 3.2.7** Unless applicable federal or State law requires otherwise, the County will be sole owner of all rights, title, and interest in any and all equipment purchased by the Contractor with County funds and equipment furnished by the County to Contractor, pursuant to this Contract.
- 3.2.8** Equipment/supplies with a current per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of by the contractor with no further obligation to the federal awarding agency. The County will no longer retrieve equipment/supplies valued at \$5,000 or less when a contract expires.

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

3.2.10 Contractor will post all required posters as directed by the County.

3.3 Services

3.3.1 Contractor will provide all security for CalSAWS computer terminal and computer access, to ensure that the equipment is secure, and confidentiality is maintained. Security measures must be approved by County computer services staff.

3.3.2 Contractor will furnish orientation training and GAIN/START update training for staff who have direct contact with the GAIN/START participants.

3.3.3 Contractor will provide translation services for participants in threshold and non-threshold languages.

4 SPECIFIC TASKS

4.1 Management Services

Contractor will subcontract with service providers, who will provide direct Vocational/Career Assessment Services to GAIN, START, and REP participants and Learning Disabilities Evaluation/Diagnosis Services to GAIN and CalWORKs REP participants. Contractor will comply with the Los Angeles County Plan and updates, as approved by the Board of Supervisors and the California Department of Social Services.

Contractor will incorporate the need for compliance with "social distancing," if needed. This includes staggered testing, virtual interviews, participants accessing the testing from home through laptops/computer access, and any other means needed. This also may be instituted for participants who would benefit from being able to participate in this activity from a remote location.

4.1.1 Management Services will also include the following:

Contractor will retain a qualified Consultant to train the subcontracted Evaluators as needed on different aspects of Learning Disability identification, recognition, determination, and evaluation and to perform the Learning Disabilities Diagnoses.

Diagnosis under this agreement, will consist of conformance to a set of

subjective criteria to be analyzed, identified, and interpreted by the Diagnostician, including, but not limited to, the following guidelines:

- a) Under-achievement of an individual relative to their perceived or estimated ability to achieve.
- b) Under-achievement of an individual relative to their participation in an activity.
- c) Identification of specific cognitive weaknesses.
- d) Under-achievement not due to any other factors,
- e) e.g. clinical depression, limited education, or any such other designated “rule outs.”
- f) Participant’s test scores, including cognitive test scores.
- g) Review of participant’s Learning Disability Evaluation report, educational background, and language background.

4.2 Intermediary Functions

Contractor will act as intermediary between Vocational Assessment Service Providers, Learning Disabilities Evaluation Service Providers, Learning Disabilities Diagnosis Service Providers, and County.

4.2.1 Contractor will recruit and maintain sufficient subcontractors for ongoing provision of assessment services to GAIN, START, and REP participants and learning disabilities evaluation/diagnosis services directly to GAIN and CalWORKs REP participants. subcontractors must be acceptable to the DPSS Director, and subcontracts will include the direct service provider requirements as specified in Subsections 4.3, 4.4, and 4.5.

4.2.1.1 Contractor will solicit bids for subcontracted direct services through the open-competitive bid process. The Request for Proposals will be reviewed and approved by the County prior to its release to the public.

4.2.1.2 In awarding subcontracts, Contractor will give a higher evaluation to service providers who offer the following:

4.2.1.2.1 Special support systems offered to help GAIN/START/REP participants.

4.2.1.2.2 Assessment sites that are easily accessible by public transportation or in mobile units at County approved facilities, if feasible.

4.2.1.2.3 Availability of assessment administration between 8:00 a.m. and 9:00 p.m., Monday through Friday, and 8:00 a.m. and 5:00 p.m. on Saturdays with the flexibility to meet the participants' childcare needs.

4.2.1.2.4 Service providers should also receive additional points for the times they have been conducting GAIN/START/REP assessments.

4.2.2 The Contractor, using County materials provided by GAIN/START/REP Program, will ensure that all contract employees who work directly with GAIN/START and REP participants receive an orientation program within 30 business days after they start employment. The program will, at a minimum, include:

4.2.2.1 Introduction to the GAIN/START and REP Programs;

4.2.2.2 Cultural Awareness training;

4.2.2.3 Civil Rights training;

4.2.2.4 Child/Elder Abuse Awareness and Reporting training; and

4.2.2.5 Training on how to screen, identify, and assist participants in coping with and overcoming specific barriers to employment by recommending Mental Health, Substance Abuse and Domestic Violence supportive services and Learning Disabilities activities and how to refer participants back to the GAIN/START/REP Case Managers for a clinical assessment referral/domestic violence services.

4.2.3 Contractor will develop, continuously update, and maintain County's Inventory of Vocational/Career Assessment and Learning Disabilities Evaluation/ Diagnosis Service Providers in Los Angeles County, using CalSAWS. The following information, and any other data that may be required, will be included in the inventory:

4.2.3.1 Name of institution where assessments will be conducted;

4.2.3.2 Address of institution where assessments will be conducted;

4.2.3.3 Contact person and telephone number;

4.2.3.4 Language capabilities available through each institution;

4.2.3.5 Location of assessment services sessions;

4.2.3.6 Additions, deletions or other changes to the above information

will be entered into the CalSAWS provider inventory within five business days of the change; and

4.2.3.7 Contractor will notify County of any changes pertaining to subcontractors within 24 hours of change.

4.2.4 Contractor will monitor assessment service providers for contract compliance and quality of services, as determined by Contractor and approved by County Findings will be documented in Contractor's monitoring report to County. The report will include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.

4.2.5 Contractor will determine assessor qualifications with County approval.

4.2.6 Contractor will provide sufficient service providers to provide vocational/career assessments in all languages requested by County. The primary languages are: English, Spanish, Armenian, Vietnamese, Chinese, Cambodian, Russian, Tagalog, Farsi, and Korean; but other languages may be needed on occasion.

4.2.7 Contractor will provide a liaison available to assessment providers during County business hours. Contractor is not required to provide this service on County recognized holidays.

4.2.8 Contractor will ensure that assessment providers have a liaison at the assessment service providers' locations. Liaison will be available to Contractor and County, between 8:00 a.m. and 5:00 p.m. during the regular County business days of Monday through Friday. The only exception to this is for assessment providers located at school sites which have to abide by school holidays and assessment providers that are religious institutions and not available due to observance of religious holidays.

4.2.9 Contractor will resolve problems and complaints identified by County which may affect the provision of services to GAIN/START and REP participants. If immediate resolution by the assessment service providers is not possible, a plan to resolve problems or complaints will be implemented by the Contractor and County notified, within five business days from notice of problem. A copy of resolutions should be sent to the CCA.

4.2.10 Contractor will resolve procedural problems identified by assessment service providers, which may affect the provision of services to GAIN/START and REP participants. If immediate resolution is not possible, a plan to resolve problems will be implemented and service providers notified within five business days.

- 4.2.11** Contractor will ensure that Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all Contractor and Service Provider facilities, where they are easily accessible to contract employees and GAIN/START and REP participants. Nondiscrimination in Services notices will be furnished by County.
- 4.2.12** Contractor will ensure that all contract employees and assessment providers receive Civil Rights training and ADA Title II training provided by County via "train the trainer". As a follow-up to the Civil Rights training, Contractor will submit a report to the CCA indicating the number of staff who attended the training and the date of the training.

The Contract will also contain a provision that Contractor develops and operates procedures for receiving and responding to Civil Rights complaints. Exhibit P-1 (Civil Rights Complaint Flowchart Contractor Process) is to be used by Contractor. Additionally, the following requirements must be met regarding the complaint process:

- A)** Contractor will provide and, if requested, assist participants with completing a Complaint of Discriminatory Treatment form (PA 607, Exhibit P-2 or GEN 1179, Exhibit P-3) in the participant's designated/preferred language;
- B)** Contractor will maintain a log of Civil Rights complaints;
- C)** Contractor will designate a contract manager between the contracted agency and the CCA; and
- D)** Contractor will ensure that the designated contract manager forward PA 607s/GEN1179s to the CCA within two business days; who in turn will immediately forward the PA 607s to the County's Civil Rights Section (CRS) for investigation.

NOTE: In processing Civil Rights complaints, contract managers will not attempt to conduct an investigation. All Civil Rights investigations are handled strictly by the CRS staff.

- 4.2.13** Contractor will coordinate all efforts between America Job Centers of California/Workforce Development Boards, GAIN/START, and REP to ensure that the assessment process is not duplicated. The objective here is to encourage development of common assessment and resultant service delivery efforts.
- 4.2.14** Contractor will send a MMR, in a format approved by County, to the CalWORKs/GAIN/START Program managers and send a copy to CCA by the 25th day of each month for the previous month's management activities for GAIN, START, and REP.

- 4.2.15** Contractor will provide translated materials and translation services for Learning Disability Evaluations.
- 4.2.16** Contractor will arrange for as-needed interpreter services to assist its subcontracted Learning Disability Assessors in administering the tests to the LEP participants.
- 4.2.17** Contractor will create and implement alternative assessments as needed for special populations, including the homeless.
- 4.2.18** Contractor will ensure that assessment providers conform to the 7:1 Ratio of Participants *to Assessors*. This Ratio is between participants and assessors only and does not include other assessment staff. The degree of deviation allowed beyond this Ratio for monitoring purposes, is two additional walk-in Participants per Assessor. All other additional participants not listed on the scheduled appointment sheet should be rescheduled for a later appointment.

The intention of the Ratio is to assure that participants have enough time with assessors to develop quality plans and goals and to prevent participants from feeling rushed through the process. This also allows enough time for the assessors to review the test results and any other information pertinent to the assessment process such as the Focus 360 information and GSW information obtained during the pre-meeting with the Focus 360 /Vocational Assessment Team.

This Ratio applies not only to Focus 360 assessments but also to assessments at Community Sites, Regional Offices and REP Offices as well.

4.2.19 Ad Hoc Reports

At various times, the County may request Data or other information from the Contract or an ad hoc basis, as needed by the Department, the county Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. The Contractor will provide the requested data to the CCA, in a mutually agreeable time period.

4.3 Processing Assessor's (Subcontractor's) Invoices

- 4.3.1** Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 4.3.2** Contractor will send out an invoice template for subcontractors to complete once the employment plan has been completed.
- 4.3.3** Contractor will be solely liable for receiving invoices from the assessor

after the completion of an assessment/evaluation.

- 4.3.4** Contractor will verify that a vocational assessment/evaluation referral was made via CalSAWS or by obtaining a hard copy or digital version of a hard- written referral form.
- 4.3.5** Once a valid referral is identified, Contractor will validate the completion of the assessment/evaluation by viewing a hard copy of the signed employment plan, a digital version of the signed employment plan from Contractor's data system, and/or via CalSAWS.
- 4.3.6** Once the validation process is complete, Contractor will process and send out payments to the assessor. (Contractor will in turn bill DPSS on their monthly invoice).
- 4.3.7** Contractor will maintain procedures for collecting and overpayments that may occur for improper billing from the subcontractor.
- 4.3.8** Contractor will reconcile invoices quarterly.
- 4.3.9** Contractor will notify DPSS of the overpayment and DPSS will collect the overpayment back from the Contractor informing the Contractor within 10 days of the overpayment collection.

4.4 Vocational/Career Assessment Services Requirements

Contractor and assessment services providers will conduct vocational/career assessments for GAIN/START and REP participants with the following services:

- 4.4.1** Provide a comprehensive vocational assessment, whose purpose is to generate information useful to career guidance and planning of job training and placements for GAIN, START or REP participants. Enrollment in an approved course of training or other activities should be a direct result of this activity.
- 4.4.2** Recruit and maintain sufficient number of assessment service providers to meet the needs of GAIN, START, or REP participants and to ensure that there is no delay in services provided.
- 4.4.3** Provide orientation to all new contract employees working directly with GAIN, START, or REP participants within 30 business days after they are employed by Contractor or assessment services provider and maintain up-to-date records of all employees who have received this orientation.
- 4.4.4** Maintain/update CalSAWS' or any replacement system's, inventory of assessment providers within five business days after Contractor/County

determines an update is necessary. Contractor must provide report to County showing this has been completed within the acceptable timeframe.

- 4.4.5** Ensure that assessment service providers meet qualifications and demonstrate a commitment to objectively advising participants of current job market trends and developing a mutually agreed upon employment plan that identifies the education, work experience, training, job search, and supportive services needed to achieve the employment goal.
- 4.4.6** Ensure that bilingual services are available. Contractor will provide a monthly list of all assessments performed in any non-English or non-spanish language by the 10th of each following month.
- 4.4.7** Resolve problems and complaints identified by County and/or assessment service providers or implement a plan to resolve identified problems and complaints within five business days.
- 4.4.8** Provide a liaison to County to represent the Vocational Assessment program on behalf of the participant during County business hours.
- 4.4.9** Contractor will ensure that vocational assessments are conducted by persons qualified by education and experience. Assessors will be qualified to provide services for the GAIN/START/REP contract by meeting any of the following criteria:

4.4.9.1 Master's Degree in a Counseling related field or an appropriate credential. The appropriate credentials will include: Certified Vocational Evaluator (CVE), Certified Rehabilitation Counselor (CRC), Career Counselor (NCCC or NBCC) and School Counselor (PPS), Professional Vocational Evaluator (PVE), and the International Psychometric Evaluation Credential (IPEC).

For assessors not having the advanced degrees or certification, there are two additional means by which they may meet the minimum qualifications. They are:

4.4.9.2 Graduation from an Accredited College with a bachelor's degree in a Counseling Related Field - The assessor will have completed a minimum of 15 semester units in counseling preparation, nine of which will be in the following areas: guidance principles and techniques, personality development, and test and measurements. The remaining six units must be in the following areas: career counseling techniques, vocational assessment techniques, career and occupational information resources, and counseling techniques for a multi-cultural population.

- 4.4.9.3** Bachelor's Degree and One Year of Counseling Experience - For the assessment staff not having the required educational background specified in Subparagraphs 4.4.9.1 and 4.4.9.2, the following requirements may also satisfy the minimum qualifications: Bachelor's Degree in an unrelated field and one year or equivalent full-time experience in vocational counseling under the supervision of an appropriately certified counselor.

4.4.10 Language Requirements for Assessments:

GAIN/START and REP participants are not required to speak English in order to participate in the program. Thus, when required, Assessor will provide verbal and written instructions in languages other than English. Other languages include all threshold and non-threshold languages. The threshold languages are English, Spanish, Armenian, Vietnamese, Chinese, Cambodian, Russian, Tagalog, and Korean and including the four Be Vu Settlement languages for the CalFresh Program: Laotian, Hmong, Arabic, and Farsi.

When a non-threshold language becomes a threshold one, County will notify Contractor immediately and Contractor will ensure that a translator for the new threshold language will be available within 30 business days from the day Contractor was notified of the language status change.G

The language used with the participant while providing learning disability, vocational or career assessment services must be written on page 2 of the revised GN 6014 and GN 6014A, including information about the use of interpreter services.

- 4.4.11** Contractor will ensure assessment services providers provide participants with an orientation to the assessment program including information on the: Purpose of the GAIN/START and REP Program, Philosophy of the GAIN/START and REP Program, Goals of the GAIN/START and REP Vocational Assessment Program, and Goals of the GAIN/START and REP Career Assessment Program.

4.4.12 Assessment Activities:

Contractor will include at the minimum, but not limited to, the following:

- a.** Obtain the participant's work history, and evaluating his/her employment skills, knowledge and ability through appropriate vocational testing.
- b.** Review the participant's educational history and evaluating present educational competency level.

- c. Discuss the participant's need for supportive services.
- d. Identify the participant's employment goal and evaluating his/her chances to achieve the goal, given the participant's current and potential skills and the local labor market conditions.
- e. Identify if participant reviewed career exploration.org prior to the assessment appointment to have a clear understanding of the requirements needed for choosing a career and which occupations are in demand.
- f. Evaluate his/her ability to achieve the goal given the participant's current achievement, aptitude, and cognitive levels, potential skills, and local labor market conditions.
- g. Develop a mutually agreed upon employment plan and identify the education, training, job search, work experience and supportive services needed to achieve the employment goal.
- h. Estimate the time that will take to achieve employment goal.
- i. Document the disclosure of the participant's physical limitations, mental conditions, or any barriers, such as substance abuse or domestic violence, that limits the participant's ability for employment or participation in Welfare- to-Work (WtW) activities.
- j. Identify the available resources to complete the Employment Plan. Contractor will ensure that the assessment provider utilize four major assessment methods approved by the County, during the information gathering and testing phase of the assessment.

These methods include:

- 1) Vocational interviews, for two basic purposes:
 - a) Using a structural interview format, assessors will gather and define relevant vocational information about participants' educational and work experience, vocational interest, employment goals, hobbies, and personal needs. During this process, participants are given the opportunity to discover and clarify important information pertaining to their employment potential.
 - b) These interviews help participants make realistic choices about employment and whether vocational training may be recommended. Given their skill levels, needs, and preferences, participants learn about the options open to them within the limits of their skills, focusing on immediate full-time or part-time employment.

- 2) Vocational interest inventories: A list of questions about job titles, job-related objectives, or activities. Individual responses will indicate participant preference for the titles, objectives, or activities. These questionnaires use the “self-report” techniques, i.e., they require the individuals to describe their own characteristics, likes, and dislikes. Occupational interest inventories should be available for participants with various levels of reading skills.
- 3) Educational competency tests: Educational competency evaluation procedures will be used to determine the participants’ work-related reading and math skills.
- 4) Individual aptitude or multi-aptitude vocational tests: Multi-aptitude tests measure functional levels of basic work aptitudes, including cognitive, academic, perceptual, and fine motor skills.

Additional tests, include the following if needed: Work-related temperament

- Work values
- Personality Work maturity Personal/social skills Work samples
- Financial Literacy

- 4.4.13** Contractor will ensure assessment instruments are unbiased regarding gender. Vocational assessors and career assessors for GAIN/START and REP are to utilize additional behavioral tests and observational tools approved by the County to screen GAIN/START and REP participants for the needs of Mental Health, Substance Use Disorder and Domestic Violence services which would otherwise impair their abilities to find a job or a better job.
- 4.4.14** For START participants, vocational assessors and career assessors are to utilize behavioral tests and observational tools approved by the County to screen START participants for the needs of Mental Health and Domestic Violence services which would otherwise impair their abilities to find a job or a better job.
- 4.4.15** Specific test instruments utilized by the assessment service providers will be approved by the Contractor.
- 4.4.16** Contractor will ensure that the full assessment process provided by the assessment service provider will not be less than six hours and will not exceed 12 hours. The partial-assessment process provided by the assessment provider or Third-Party assessment will not exceed six hours.

- 4.4.17** Contractor will ensure that the assessment service provider provides a liaison to County who will allow the Case Manager to confirm vacancies and appointment dates by telephone prior to participant referral. The assessment service provider/liaison will be knowledgeable about the GAIN/START and REP program, have authority to confirm appointments, and be available, at the assessment service provider's locations, between 8:00 a.m. and 5:00 p.m., during the regular County business days of Monday through Friday.
- 4.4.18** Contractor will ensure that within one business day of receipt of the telephone referral from the Case Manager, the assessment service provider will schedule the assessment appointment. The appointment date will be within five business days of the date the assessment provider received the assessment referral.
- 4.4.19** The need for a Vocational Assessment occurs during the Focus 360 / Orientation component for those participants who remain unemployed at the beginning of the fourth week or as a stand-alone activity when appropriate.

For START participants, the Vocational Assessment is recommended by the START worker or Job Developer at any time during START participation; however, participation in a Vocational Assessment is voluntary for START participants.

4.4.20 GAIN and REP Participant:

Contractor will ensure that upon completion of the assessment service, the assessment service provider completes the assessment results on the GN 6014 for vocational assessments and the GN 6014A for career assessments and either email or hand-deliver these forms to the GAIN or REP Case Manager with a copy to the GAIN or REP Regional Assessment Liaison within five business days from the date of the initial assessment appointment.

4.4.21 START Participant:

Contractor will require that the assessment service provider ensures that the employment plan developed for the START participant can be reasonably completed within the participant's remaining time on aid.

Contractor will ensure that the assessment service provider completes and inputs the results in CalSAWS within one business day from the date of the initial assessment appointment. If the assessment provider cannot access or edit CalSAWS, he/she must either email or telephone this information to the START worker within one business day.

Contractor will ensure that the assessment service provider sends the completed, printed disposition form to START worker on a weekly basis.

- 4.4.22** Contractor will ensure that the assessment service provider obtains the assessment referral form from each GAIN/START and REP participant.
- 4.4.22.1** Contractor will ensure that the assessment service provider completes the referral form confirming participant's attendance to assessment interview.
- 4.4.22.2** Contractor will ensure that within five business days of receipt of the referral form, the assessment service provider returns a copy of the completed referral form to the GAIN/START and REP Case Manager.
- 4.4.22.3** Contractor will ensure that the assessment service provider retains the original completed referral form on file.
- 4.4.23** Upon confirmation of the GAIN/START/REP participant's assessment appointment, Contractor will ensure that the assessment service provider creates an assessment file folder for each participant. This file folder will include all critical documents related to the assessment process, including the GAIN/START or REP participant's employment plan. A copy of the employment plan will follow the GAIN/START/REP participant through any subsequent reassessment, reevaluation, and/or Third- Party Assessment.
- 4.4.24** **GAIN and REP Participant:**
- Contractor will ensure that the assessment service provider notifies the GAIN or REP Case Manager in writing, on a form approved by the County, within three business days, if the GAIN or REP participant fails to show up for the initial assessment appointment or is asked to leave for reasons acceptable to the Contractor and the County.
- 4.4.25** **START Participant:**
- Contractor will ensure that the assessment provider updates the CalSAWS within one business day with a "no show" status if the START participant fails to show for the initial assessment appointment or fails to cooperate with the assessor. If the assessment provider cannot access or edit CalSAWS, he/she must either email or telephone this information to the START worker within one business day.
- 4.4.26** Contractor will ensure that the assessment service provider provides GAIN/START or REP participants with an overview of the assessment process which must include the purpose of assessment and related activities.
- 4.4.27** Contractor will ensure that the assessment service provider interviews each GAIN/START or REP participant to determine which assessment

instruments are most appropriate for each individual participant. The types of vocational assessment instruments utilized by the assessment service provider will be subject to approval by the Contractor.

- 4.4.28** Contractor will ensure that the assessment service provider makes a referral to the GAIN, START, or REP Case Manager, recommending a referral for supportive services/clinical assessment if the threshold is reached during the barriers screening process or if the participant self-discloses a barrier to employment.
- 4.4.29** Contractor will ensure that the assessment service provider analyzes the results of the completed assessment instruments and discuss the results with the GAIN, START or REP participant.
- 4.4.30** Contractor will ensure that the assessment service provider and the GAIN, START or REP participant jointly develops the employment goals for the GAIN, START or REP participant's Employment Plan. The plans should reflect the employment goals that the participant wants to pursue based on the assessment results (achievement, aptitude, and cognitive levels), labor market, and comprehensive discussions about what the job entails, the level of training/education needed, licensing and/or legal requirements, if applicable (such as passing a background check). Should the participant disagree with the assessment results because the Assessor's evaluation of the participant's achievement, aptitude, and cognitive levels do not align with the desired employment goal; the participant can request a third-party assessment and ultimately a State Hearing (if they disagree with the results of the third-party assessment).

Contractor will ensure that the Assessor provides objective guidance to the participant at all times, respecting the integrity of the process and protecting the welfare of the participant.

Contractor will ensure that the assessment service provider:

- 4.4.30.1** Reviews any prior assessments and related documents/information such as employment and/or criminal record history to assist in the development of current employment plan.
- 4.4.30.2** Reviews the Labor Market Information (LMI) to:
 - 4.4.30.2.1** Ensure that the selected job is a growth or stable occupation; and
 - 4.4.30.2.2** Review the Specific Vocational Preparation (SVP) levels to determine the appropriate duration of the education and training requirements for the selected goals.

4.4.30.2.3 Employment plans should be developed based on the WtW activities needed for the participant to achieve their employment goal. Plans may extend beyond 60-Month CalWORKs Time Limit. The participant must be provided with an estimated duration of when the employment goal(s) will likely be attained. Furthermore, assessors will consider recommending activities that will address the participant's employment barriers during the participant's 60-Month CalWORKs Time Limit. These WtW activities could include remedial education, adult basic education, English as a Second Language programs, and specialized supportive services programs. When a participant chooses an employment goal which requires an employment plan that extends beyond the CalWORKs 60-month time limit, it is important for the Vocational Assessment Service Provider to have a comprehensive conversation with the participant regarding the goal; discuss the pros and cons of choosing a long-term goal, the commitment needed to achieve the long-term goal, the skills/education needed to attain the goal, and the possibility of supportive services from the County not being available to assist them beyond their CalWORKs 60-month time limit.

4.4.30.2.4 If the participant wants to pursue the long-term goal, the Vocational Assessment Service Provider needs to:

- a) Read and explain the Acknowledgement of Timelines and Limitations of Receiving Supportive Services for the participant and request the participant to initial and sign the form.
- b) Develop an alternate goal consistent with the assessment results (reading/math tests, vocational skills inventory, interview, participants choice, etc.) that the participant would want to pursue should the participant reconsider the long-term goal during the meeting with the GAIN Case Manager.

4.4.30.3 Career plans for career goals should be developed in terms of the participant's potential for maintaining employment,

motivation to promote, adequacy of life skills programs, and labor market information.

Provide guidance that allows participants to pursue goals that might not otherwise be recommended based on the test scores.

Present information to the participant that allows them to make informed decisions about their future without feeling pressure to choose goals that the assessor feels are more appropriate.

Explain the probability of success and the obstacle to achieve the goals in a positive way.

Provide the participant “safety Net” goals which should be similar to the stated goals of the employment plan regarding training and industry.

Allow the participant to achieve the goals with a higher probability of success.

4.4.30.4 When the assessment results indicate that the participant meets qualifications, experience, or aptitude requirements for a non-demand occupation, it can be considered as an employment option; however, to the extent possible, employment goal options should be selected from the LMI, Job Services list, growth, or stable occupations. A non-demand occupation can be selected as an employment goal under the following conditions:

4.4.30.4.1 It is not a declining occupation;

4.4.30.4.2 Resources are available under the GAIN/START/REP or in the community to reasonably expect the participant to achieve the employment goal; and

4.4.30.4.3 Expected compensation is at a level which provides the participant with self- sufficiency.

4.4.30.4.4 Discuss career ladder opportunities based on the participant's skills and motivation in conjunction with individual interest.

4.4.30.5 Explore training in non-traditional jobs for women, if appropriate, during the development of the employment plan.

4.4.30.6 Contractor will ensure that the assessment service provider

informs the GAIN, START, or REP participant, at a minimum, of the following factors when developing the employment goal:

- 4.4.31** Normal entry-level and/or journey-level wage ranges for jobs in the occupational field;
 - 4.4.31.1** Normal working conditions for jobs in the occupational field;
 - 4.4.31.2** Normal physical/mental demands of jobs in the occupational field;
 - 4.4.31.3** Normal working hours for jobs in the occupational field; and
 - 4.4.31.4** Career ladders in the occupational field when available.
- 4.4.32** Contractor will ensure that the assessment service provider makes the GAIN, START, or REP vocational participant aware that although entry-level wages in a chosen occupational field may be low, the GAIN, START or REP participant may want to consider the job because once employed, there are better opportunities for increased earnings.
- 4.4.33** Contractor will ensure that the assessment service provider works toward developing a mutually agreed-upon employment plan for each GAIN, START, or REP participant. In developing the employment plan, all of the following factors will be considered:
 - 4.4.33.1** That there are benefits to be gained by starting a job now to learn skills necessary for success and long-term employment;
 - 4.4.33.2** The participant's work history, including employment skills, knowledge, and ability;
 - 4.4.33.3** The participant's educational history and present educational competency level;
 - 4.4.33.4** The participant's barriers to employment in order to assign the appropriate activity to help in removing those barriers;
 - 4.4.33.5** The participant's prior training, if any. When possible, the discussion of prior training will include why prior training did not result in long term stable employment;
 - 4.4.33.6** The participant's need for supportive services in order to best benefit from employment and training services;
 - 4.4.33.7** The participant's employment goal and the likelihood of achieving the goal, given the participant's current and potential skills and the local labor market conditions; and

- 4.4.33.8** Identification of two employment goals and the estimated time it will take to achieve these goals. The assessment service provider may recommend available post-assessment services with a duration consistent with County policy.

For career assessment, the assessment service provider must develop a recommended “career plan” instead of an employment plan. Participants must be assessed for occupations that are beyond entry level based on participant’s long-term employment goal. The career plan must include all steps necessary for the participant to reach the desired career goal.

For career assessment, the assessment service provider will recommend available post-assessment services of the appropriate duration.

For the START participants, the duration of recommended activities is not to exceed the General Relief participant’s remaining time on aid as displayed CalSAWS.

- 4.4.33.9** Duration of Primary and Secondary Employment Goals for REP RCA participants:

Contractor will ensure Vocational Training Programs are short term and intended to lead to employment within 12 months.

Contractor will ensure Educational Programs are short term and intended to lead to employment within 12 months.

English as a Second Language for REP RCA participants:

Contractor will not recommend English as a Second Language in addition to Vocational English as a Second Language (VESL) or ESL if VESL is not available.

Contractor will ensure that employment goals developed for individuals receiving Refugee Cash Assistance (RCA) in the REP Program will assist them in obtaining jobs within one year of becoming enrolled in services in order to achieve economic self-sufficiency as soon as possible. RCA participants are able to take part in English language instruction with an emphasis on English as it relates to obtaining and retaining a job. However, English language instruction must be provided in a concurrent, rather than sequential, time period with employment or other employment-related services. Therefore, the activities listed below would be appropriate for the Assessors to recommend in addition to ESL.

Employment-Related Short-Term Activities:

- Work Experience
- Job Services (including In-House Job Search)
- Skills Recertification
- Vocational Training

4.4.33.10 Specific Objectives

The assessment service provider will develop for each GAIN, START, or REP participant specific objectives for each employment goal that are agreed upon between the assessment service provider and the participant. The goals of the specific objectives must be achievable within the constraints of the program, whether these relate to time, resources, institutions, or any other factor likely to affect the final outcome. The assessment service provider will develop SMART specific objectives. SMART is an acronym for Specific, Measurable, Attainable, Realistic, and Time Bound.

Specific: Great goals are well defined and specific. The idea should be concrete, detailed, and well defined. Use action words to start your goal, such as obtain, complete, pass, enroll, apply, etc. to introduce the idea.

Measurable: Numbers are essential part of goal setting. Put concrete numbers in the goals, whenever possible. For example: Increase your reading to 12th grade level in six months.

Attainable: The participant must be able to achieve the employment goals based on the participant's cognitive levels, aptitude, supportive services available, and resources. Another "A" could be used for Agreed Upon, it is the most important aspect, the participant's buy-in of the action steps, and he/she must believe that the goal is reachable.

Realistic: The goals must be based on current conditions and realities of the business climate. Like attainable, it must be doable.

Time-Bound: Goals are not achieved when there is no time frame identified; indicate a timeframe to achieve each small step.

- 4.4.34** Contractor will ensure that the assessment service provider records the assessment results on forms provided by County. Copies of forms will

be file in the GAIN/START or REP participant's file and a copy will be emailed or hand-delivered to the appropriate GAIN/START or REP Case Manager with a copy to the Regional Assessment Liaison within five business days of the participant's initial assessment interview. Contractor will ensure that the assessment service provider maintains a physical and digital copy of the assessment file which will include all County forms, assessor notes, and test results summaries for a period of five years after termination of this contract, unless DPSS Director's written approval is given to dispose of such material prior to the end of such period.

4.4.35 Contractor will ensure that the assessment service provider be available to discuss and provide assessment records to County, CDSS staff and Third-Party Assessors when requested by County.

4.4.36 Contractor will ensure that, if the assessment service provider and GAIN/START or REP participant are unable to reach an agreement on the development of an employment goal and/or plan, the assessor informs County and Contractor using GN 6013 and GN 6014 for GAIN and REP and ABP 1609 for START within five business days. This notice will state the nature of the dispute and describe the issues involved.

If the GAIN/START or REP Case Manager and the participant believe a component not listed in the employment plan is better suited for the participant, the GAIN/START or REP Case Manager may contact the assessor to discuss an amendment to the plan. Using professional judgment, the assessor may agree to the amendment if it is in line with the participant's employment goal.

4.4.37 Contractor will ensure that upon referral by County, the assessment service provider acting as the Third-Party Assessor reviews the employment plan and makes appropriate recommendations. The original assessor must be available upon request, to discuss and provide assessment records to the Third-Party assessor.

Per State regulations, the results of the assessment conducted by the Third-Party Assessor will be binding upon the County and the participant and will be used to develop the appropriate employment plan for the participant unless the participant files a request for a State Hearing.

4.4.38 Contractor will ensure that the assessment service provider participates in the State Hearing process within five business days of telephone or written notice from County. This will include attendance by necessary staff persons and the provision of necessary records and documents. The assessment service provider will also provide needed records, documents, and written statements for the conciliation and grievance processes when requested by the County.

4.4.39 Amendments to Employment Plan

- 4.4.39.1 If the employment plan requires a minor change that seems to be in line with the scores/educational background of the participant and the participant agrees with the change, the GAIN, START, or REP Case Manager or assessment service provider can approve to make the change in-house.
- 4.4.39.2 If the change is complicated, such as when the participant has enrolled in an education program that does not fit with their scores/educational background, or if the GAIN, START, or REP Case Manager and the participant believe a component not listed in the employment plan is better suited for the participant, the Case Manager will contact the assessment service provider to discuss an amendment to the plan. Using professional judgment, the assessor may agree to the amendment if it is in line with participant's employment goal.
- 4.4.39.3 If the assessment service provider does not agree with the amendment, the amendment request will be sent to the Contractor to be forwarded to County for review. County and Case Management Staff will resolve the issue within their organization.
- 4.4.39.4 Although most of the employment plans may be amended within the first 30 business days, based on extenuating circumstances, amendments to the plan can be made any time during the 12 month period after the plan is signed.

4.4.40 Reassessments

Contractor will ensure that the assessment service provider conducts GAIN, START, or REP vocational reassessments whenever a participant is referred for such services by the GAIN, START, or REP Case Manager during the 12-month period after the initial assessment. GAIN, START, or REP participants may be referred for reassessment under the following circumstances:

- 4.4.40.1 A participant will be referred for reassessment whenever he/she fails to obtain employment after completion of all activities included in the participant's employment plan.
- 4.4.40.2 Referrals for reassessment will also be made when it is deemed necessary by the GAIN, START, or REP Case Manager. Such additional reasons for reassessment may include but are not limited to the following:

4.4.40.2.1 When GAIN, START, or REP participants

experience difficulty completing the employment plan recommendations.

4.4.40.2.2 Special circumstances that were not identified during the original assessment process that would preclude the participant from completing the employment plan activities (e.g., participant allergic to materials in the training environment).

4.4.40.2.3 Unavailability of the training facilities required for completing the employment plan and no other vocational training Contractor is available within reasonable proximity to provide the required training.

4.4.40.2.4 When the assessment provider has insufficient information to approve an amendment or additional testing is needed.

4.4.40.2.5 The reasons provided for reassessment will serve as guidelines for determining what actions will be taken during the reassessment. After a review of the participant's employment plan and any progress in achieving the employment goal, the plan will be revised as required.

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

4.4.40.2.7 The estimated time to complete the reassessment and the amount billed will be as follows:

a) It is estimated that the reassessment process will take up to six hours for the assessor to complete.

b) After the completion of the reassessment, the assessor will bill for this service at the rate of one half the cost of a full assessment.

4.4.41 Contractor will ensure that the assessment service provider protects the confidentiality of all assessment results.

4.4.42 Contractor will ensure that the assessment service provider provides verbal and written instructions/material in other languages when available and as requested by the County and its GAIN Contractors.

- 4.4.43** Contractor will ensure that the assessment service provider posts Equal Employment Opportunity and Nondiscrimination in Services notices in all provider facilities, where they are easily accessible to contract employees and GAIN/START or REP participants. Assessment service providers will ensure compliance with the Contract Standard Terms and Conditions, Section 8.0, Subsection 8.28.
- 4.4.44** Most GAIN or REP participants are caretakers of minor children, and the majority of them will have school-age children. In order to facilitate the participant's cooperation with program requirements and to minimize the cost of GAIN childcare, it is desirable that the GAIN or REP assessments be conducted during the time the children are in school. Contractor will ensure that assessors are available to conduct business during business hours (i.e. 8:00 a.m. to 5:00 p.m.).
- 4.4.45** Contractor will ensure that the assessment service provider establishes and maintains a quality control system acceptable to the County in order to ensure compliance with the requirements in this Subsection 4.3. Problems found will be resolved or a plan will be implemented to resolve problems within five business days of detection. Contractor will ensure that a file of quality control findings be maintained by the assessment service provider for five years.
- 4.4.46** Contractor will ensure that the assessment service provider ensures that a Confidentiality Agreement, as illustrated in Exhibit F1, is signed and a copy is on file for each contract employee prior to beginning work on services provided under this Agreement.
- 4.4.47** Contractor will ensure that the assessment service provider reports all suspected or actual fraud discovered if reporting such fraud does not violate provisions of client confidentiality established by the code of ethics of the assessment provider's professional association, certifying agency, or licensing agency. Reports of fraud will be made in writing to County, within three business days of discovery.

4.5 Learning Disabilities Evaluation Services Requirements

The following requirements will be met by the Contractor and the assessment services providers conducting Learning Disabilities Evaluation Services for GAIN or CalWORKs REP participants. These services will be structured in a two-tiered system which will include:

Tier I: Learning Disabilities Evaluations (With or Without Accommodations); and
Tier II: Learning Disabilities Diagnosis.

Contractor will assure that all staff providing Learning Disabilities Evaluations meet the following qualifications:

- 1) A Master's degree or Doctorate's degree in a counseling- related field with

graduate-level coursework in testing and measurement and specific graduate-level coursework relating to the identification and evaluation of learning disabilities, and;

- 2) Qualification to administer and interpret the specific tests required to evaluate learning disabilities in each of the testing domains as described in paragraph 4.5.1, which includes approval by the Learning Disabilities test publisher to use the required Learning Disabilities instruments.

Contractor will ensure that the assessment services provider takes into consideration the participant's short/long-term educational needs in making recommendations for the participant's activities/goals.

- 4.5.1 Contractor will ensure that the assessment services provider conducts/completes a comprehensive Learning Disabilities Evaluation for each referred participant. At a minimum, the following domains regarding the participant will be addressed:

- 4.5.1.1 A diagnostic interview and history taking;

- 4.5.1.2 Aptitude/information processing;

- 4.5.1.3 Academic achievement; and

- 4.5.1.4 Vocational interview, inventories, and tests

- 4.5.2 Instruments/tests listed below are not intended to be exhaustive. The type of tests administered by the assessment services provider are at the discretion of the Learning Disabilities Evaluators' professional judgment and must match, to the extent possible, the participant's vocational interests. To perform the Learning Disabilities Evaluation, instruments/tests may include, are not limited to the following:

- 4.5.2.1 Aptitudes/information processing; The Woodcock-Johnson and Woodcock-Munoz for Spanish, are required instruments. The Wechsler Adult Intelligence Scale (WAIS); BETA III; Test of Non-verbal Intelligence (TONI 3); and Raven Standard Progressive Matrices may be used as needed and

- 4.5.2.2 Achievement; e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), or Nelson-Denny (reading); and

- 4.5.2.3 Vocational Interests, as needed, to assist in the development of the WTW plan.

At this time, the State has not approved testing instruments in languages other than English and Spanish. Once the State approves testing instruments in all threshold and non-threshold languages, Contractor will

ensure that the assessment service provider administers these tests to all non-English and non- Spanish participants.

- 4.5.3** Contractor will ensure that the assessment service provider assesses/evaluates all existing assessment information to ensure that evaluation services are not duplicated, unless deemed necessary by the evaluator.
- 4.5.4** Contractor will ensure that the assessment services provider recommends a diagnosis when the participant presents significant or multiple impairments.
- 4.5.5** Contractor will ensure that the assessment services provider considers the linguistic background of the participant in selecting the Learning Disabilities evaluation tests.
- 4.5.6** Contractor will ensure that upon completion of the Learning Disabilities Evaluation, the assessment services provider discusses with the participant the benefits of participating in activities that will help them reach their employment goals which can include Focus 360 as a first WtW activity.
- 4.5.7** Contractor will ensure that the assessment services provider integrates all information gathered during the Learning Disabilities Evaluation into a summary report. The assessment services provider will use direct language in completing the report. The report will include, at least the following information regarding the participant:
 - 4.5.7.1** Relevant vocational/educational background and history;
 - 4.5.7.2** Documentation and discussion of participant's short/long-term employment goals and generic/specific vocational plans/goals;
 - 4.5.7.3** General aptitude;
 - 4.5.7.4** Academic achievement;
 - 4.5.7.5** Cognitive level;
 - 4.5.7.6** Other issues; e.g., physical/mental problems;
 - 4.5.7.7** Areas of strength;
 - 4.5.7.8** Areas of deficit;
 - 4.5.7.9** Learning disabilities and description of each;
 - 4.5.7.10** Related and co-existing disorders and description of each;

- 4.5.7.11 Appropriateness of current or proposed Welfare-to-Work activity;
 - 4.5.7.12 Recommended accommodations/assistive technology for participant's current or proposed Welfare-to-Work plan and other purposes (e.g., driver's license exam, GED exam);
 - 4.5.7.13 Identification of local resources to assist the participant;
 - 4.5.7.14 Evaluation Summary (including areas of potential impact; rationale for Learning Disability determination).
- 4.5.8** Contractor will complete Subparagraph 4.5.8.1 through Subparagraph 4.5.8.4 as indicated below:
- 4.5.8.1 Contractor will ensure that the assessment services provider gives priority in scheduling participants who are identified by the GAIN/REP Case Manager (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid.
 - 4.5.8.2 For participants not identified (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid, Contractor will ensure that the assessment services provider provides a Learning Disabilities Evaluation appointment date to the County or GAIN/REP contracted regions/offices when requested via telephone so that the County or GAIN/REP contracted regions/offices can provide this information to the participant immediately after the Learning Disabilities screening is completed. The evaluation appointment will be no more than five business days from the date of the telephone appointment request.
 - 4.5.8.3 Contractor will ensure that the assessment services provider provides a liaison to County who will have authority to make/change Learning Disabilities Evaluation appointments.
 - 4.5.8.4 Contractor will ensure that the assessment services provider notifies the GAIN/REP Case Manager within three business days in writing if the participant does not show for the first or second scheduled appointment.
- 4.5.9** Contractor will ensure that the assessment services provider completes and emails or hand-delivers a copy of the evaluation report to the GAIN/REP Case Manager with a copy to the appropriate Regional Assessment Liaison within five business days from the date that the evaluation begins. The Learning Disabilities Evaluator will retain the original completed report on file.

- 4.5.10** When it is technologically possible and upon the request and approval of the County GAIN Program Liaison, Vocational Assessment Service Providers may be requested to update the results of the Learning Disability evaluation directly into CalSAWS upon completion of the evaluation and email/provide a hard copy of the employment plan to the case- carrying GAIN Services Worker, Contracted Case Manager, or REP Case Manager with a cc to the Regional Learning Disability Liaison. The Learning Disability Evaluator may be requested to update the CalSAWS with the following information:
- Appointment availability;
 - Appointment results;
 - Learning Disabilities tests completed;
 - Learning Disabilities evaluation results and accommodations;
 - Recommendations for employment and vocational goals; and
 - Communication with the Participant.
- 4.5.11** Contractor will make sure that the assessment services provider ensures that the evaluator is available to discuss the evaluation report by telephone with DPSS or GAIN/REP contracted staff and the participant, as necessary.
- 4.5.12** Contractor will ensure that the assessment services staff provides the participant with written documentation which may be provided to employer(s), schools, etc., as verification of his/her learning disabilities and the recommended reasonable accommodations.
- 4.5.13** Contractor will ensure that the assessment services provider recommends a Learning Disabilities Diagnosis when the participant presents significant or multiple impairments.
- 4.5.14** Contractor will ensure that the assessment services provider recommends a Learning Disabilities Diagnosis if the evaluator and participant are unable to reach an agreement regarding the determination of learning disabilities or accommodations.
- 4.5.15** Contractor will ensure that a Learning Disabilities Diagnosis be recommended to resolve disputes with GAIN training and/or educational service providers that present contrary findings based on their own testing for learning disabilities.
- 4.5.16** Contractor will ensure that the assessment services provider recommends a Third-Party Assessment if the evaluator and participant are unable to reach an agreement on the participant's employment plan portion of the evaluation. The Third-Party Assessment must be by an approved Learning Disability (LD) evaluator. This Third-Party Assessment will be compensated at the partial payment for Learning Disabilities Evaluation rate.

- 4.5.17** Contractor will recruit and maintain sufficient staff for ongoing services.
 - 4.5.18** Contractor will ensure that hired staff meets all California Department of Social Services (CDSS) requirements to perform LD evaluations.
 - 4.5.19** Contractor will provide a liaison to County to represent the LD program on behalf of the participant during County business hours.
 - 4.5.20** Contractor will ensure when it is technologically possible and upon the request and approval of the County GAIN Program Liaison that the assessment services provider update the CalSAWS computer system with pertinent information.
 - 4.5.21** Contractor will maintain all records as required.
 - 4.5.22** Contractor will ensure that all participants who are referred for Learning Disability Evaluation will be given an appointment for evaluation that is no more than five business days from the date of the referral provided that the participant keep the appointment scheduled for them (Refer to subparagraph 4.5.8.2 of the Statement of Work).
 - 4.5.23** Contractor will ensure that the Learning Disability Evaluation report will be completed and emailed or hand-delivered to the GAIN/REP Case Manager within five business days from the date the evaluation begins for evaluations completed in one session (Refer to paragraph 4.5.9 of the Statement of Work). For evaluations requiring more than one session, the Learning Disability Evaluation report will be completed and emailed or hand-delivered within five business days following the last session.
 - 4.5.24** Contractor will ensure that upon determining the need for a diagnosis, the complete Learning Disability Evaluation report including all relevant participant records will be emailed or hand- delivered to the GAIN/REP Case Manager and to the Diagnostician within three business days of completion of the evaluation (Refer to Paragraph 4.5.2 of the Statement of Work).
- 4.6 Learning Disabilities Diagnosis Services Requirements**
- 4.6.1** After the evaluator conducts the Learning Disabilities Evaluation, and the participant meets the established criteria for further Learning Disabilities Testing and Diagnosis, Contractor will ensure that the evaluator refers the participant to the GAIN/REP Case Manager for a Learning Disabilities Diagnosis.
 - 4.6.2** Contractor will ensure that upon determining the need for a diagnosis, the evaluator sends a copy of their evaluation report to the GAIN/REP Case Manager and to the Diagnostician or his/her designee within three

business days of completing the evaluation. Upon receipt of the evaluation report, the Diagnostician, with the evaluator's input and feedback as needed, will determine if a diagnosis can be made based on this information.

- 4.6.3** Contractor will ensure that if a diagnosis can be made without an interview of the participant, a diagnosis report, including any necessary and appropriate recommendations for accommodations, will be created and sent to the GAIN/REP Case Manager within three business days of the completion of the diagnosis.
- 4.6.4** Contractor will ensure that if an interview of the participant is necessary to complete the diagnosis, the Diagnostician contacts the GAIN/REP Case Manager to arrange for the appointment. The appointment will include an interview of the participant and any additional testing that may be necessary to complete the diagnosis. Upon completion of the diagnosis, the Diagnostician will send his/her Diagnosis report, by certified mail, to the GAIN/REP Case Manager and the initial evaluator within three business days.
- 4.6.5** Upon receipt of the Learning Disability Evaluation report, should relevant documents requiring participant authorization for release be identified in the report, the GAIN/REP Case Manager will be responsible to request within three business days and forward the documents to the Diagnostician within three business days following receipt.
- 4.6.6** Contractor will ensure that all participants who are referred for Learning Disability Diagnosis will be seen by the Diagnostician within three business days (provided that the participants keep the appointment scheduled for them) following receipt by the Diagnostician of the complete Learning Disability Evaluation Report including all identified relevant documents as necessary.
- 4.6.7** All participants who are diagnosed as having a Learning Disability, accommodation plans will be emailed or hand- delivered to the GAIN/REP Case Manager within three business days following the completion of The Diagnosis.
- 4.6.8** Contractor will recruit and maintain sufficient staff for ongoing services.
- 4.6.9** Contractor will ensure that hired staff meets all CDSS requirements to perform Learning Disability diagnoses.
- 4.6.10** Contractor will provide a liaison to the County to represent the Learning Disability program on behalf of the participant during County business hours.
- 4.6.11** Contractor will maintain all records as required.

- 4.6.12** Contractor will ensure that a Learning Disability Diagnosis is performed when formal documentation of an accommodation is needed, or the participant presents significant or multiple impairments.

4.7 Special Instructions for Processing Participants with Criminal Records

When a participant declares that he/she has a criminal record the Contractor will ensure assessor does the following:

- 4.7.1** Determine if the participant has applied for an expungement of his/her criminal record. If the participant has applied for an expungement with the judicial court, request the participant to present a processed copy of either the Order for Dismissal form CR-181 or the Petition for Dismissal form CR-180.
- 4.7.1.1** If the participant presents either of the requested documents, develop an employment plan which allows the participant to pursue their chosen employment goal. However, if the participant's criminal record cannot be expunged (for example, participant served prison time), refer to 4.7.3 and/or 4.7.4 below.
- 4.7.1.2** If the required document is not provided at Assessment, the Vocational Assessment Service Provider (VASP) will develop an employment goal that will not be affected by the participant's criminal record, but is in a closely related field to the desired goal and allow for Amendments to the Employment Plan when the documentation that the participant has requested an expungement is received by the VASP.
- 4.7.2** If the participant has not filed for expungement of his/her criminal record, encourage him/her to take advantage of DPSS' Expungement Services.
- 4.7.2.1** Engage each participant in a meaningful discussion and explain the advantages of having criminal records expunged.
- 4.7.2.2** Recommend that the participant contact the certifying and licensing boards to get more information if a criminal record will preclude him//her from pursuing a specific license/certificate.
- 4.7.2.3** Notify the GSW or CCM of the participant's need for Expungement Services via the assessor's comments on page three of the GN 6014 – Vocational Assessment Summary and Employment Plan.
- 4.7.3** Assist participants with criminal records by advising them of the criminal offenses that may affect their ability to achieve their employment goal in

certain fields/occupations so that participants may make an informed choice.

4.7.3.1 Show the participant government regulations for individuals with criminal records in pursuing certain fields, such as: jobs related to security, firearms, bonding, fiduciary responsibilities, and exposure to medicines, and working with children/elderly, etc. If in doubt, research the employment goal and necessary legal mandates.

4.7.3.2 Explain to the participant that some governing boards will allow them to finish their program and determine eligibility for licensing examinations on a case-by-case basis. Explain that this process may result in the participant being disqualified from taking the licensure examination; delay their ability to receive a license or not receiving a license at all.

4.7.3.3 Recommend the participant contact the certifying and licensing boards if it appears the participant's criminal record may preclude him/her from pursuing a specific field/occupation to get information on the appeal process.

4.7.3.4 Recommend an alternative employment goal close to the participant's field of interest that may not be affected by the participant's criminal record.

4.7.4 Develop employment goals that will not be affected by the participant's criminal record, if the criminal records cannot be expunged.

4.7.4.1 Engage the participant in a meaningful discussion and explain the reasons for developing the employment goals.

4.7.4.2 Advise participant to seek legal assistance in applying for a Certificate of Rehabilitation if a conviction resulted in prison time.

4.7.4.3 Recommend employment goals closely related to the participant's field of interest that may not be affected by the participant's criminal record.

4.7.5 Complete the Confidentiality Section of the Employment Plan.

4.7.5.1 Indicate if the participant has a criminal record (misdemeanor/felony conviction).

4.7.5.2 Advise the GSW/CCM of the participant's need for Expungement services if the participant has not applied for a Petition for Dismissal.

5 PERFORMANCE MEASURES

Contractor will perform in accordance with the following Performance Measures for the Vocational Assessment, Learning Disabilities Evaluation and Learning Disabilities Diagnosis components of the Contract:

- 5.1** 100 percent of participants will have a complete employment plan within two business days following the completion of the assessment appointments.
- 5.2** 100 percent of completed vocational assessment employment plans are delivered to the GAIN/REP/START workers within five business days via email or hand-delivery.
- 5.3** A quarterly review of 95 percent customer satisfaction surveys completed indicate that the Participant is satisfied with the level of service provided by the contracted vocational assessment provider.
- 5.4** Contractor will ensure that assessment providers conform to the 7:1 Ratio of Participants to Assessors.

PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
1. Recruit and maintain sufficient service providers for Vocational Assessment and Learning Disability Valuation/Diagnosis services. <i>(Exhibit A-2 SOW Paragraph 4.4.2)</i>	Maintain sufficient assessor coverage in all contracted sites so that there is no backlog in the delivery of services.	Appointment Date will be within five business days of request date.	Verified User complaints. Review of MMR. GSW complaints. Site Monitoring.	\$500.00 per appointment not scheduled due to unavailable staff.
2. Sufficient assessors will be available at Focus 360 Assessment dates. <i>(Exhibit A-2 SOW Paragraph 4.4.2)</i>	7:1 Ratio of participants to assessors based on reservation list provided to assessor 48 hours before session.	Two additional walk-in participants	Verified User complaints. Review of MMR. GSW complaints. Site Monitoring.	\$500.00 per non-compliance with the Ratio.
3. Ensure that service providers meet all CDSS requirements and qualifications to perform Assessments and LD Evaluations/ Diagnoses. <i>(Exhibit A-2 SOW Paragraph 4.6.9)</i>	100% of staff employed to conduct Assessments and LD Evaluation/Diagnosis meet the minimum requirements and qualifications.	100%	Review of employee records. Review of MMR. Review of Evaluation reports.	\$500.00 per incidence of non-compliance.
4. Provide Orientation to all new contract employees working directly with GAIN/START and REP participants. <i>(Exhibit A-2 SOW Paragraphs 4.2.2 and 4.4.3)</i>	100% of public contact staff trained within 30 business days after they are employed by Contractor or Assessment/LD Evaluation services providers.	15 days	User complaints. Review of Monthly Management Reports.	\$100.00 per occurrence.
5. LACOE staff and Assessors receive training on Barriers Screening, Civil Rights and Cultural Awareness. <i>(Exhibit A-2 SOW Paragraph 2.3.2)</i>	100% of staff attends training during the term of this contract.	100%	Review of MMR.	\$500.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
6. LACOE staff and Assessors receive training on Child/Elder Abuse Awareness. <i>(Exhibit A-2 SOW Paragraph 2.3.2)</i>	100% of staff attends training during the term of this contract.	100%	Review of MMR.	\$500.00 per incidence of non- compliance.
7. LACOE staff and subcontractors receive CalSAWS replacing systems training. <i>(Exhibit A-2 SOW Paragraph 2.3.2)</i>	Appropriate staff to attend training prior to providing services.	100%	Review of MMR.	\$500.00 per incidence of non- compliance.
8. Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all Contractor and subcontractor facilities, where they are easily accessible to contract employees and GAIN/REP participants. <i>(Exhibit A-2 SOW Paragraph 4.2.11)</i>	100% of Contractor and assessment service providers' sites will have subject notices publicly posted.	100%	On-site observation. Subcontractors Monitoring Reports.	\$100.00 per incidence of non- compliance.
9. Forward Civil Rights complaints from GAIN/REP participants against service providers to County. <i>(Exhibit A-2 SOW Paragraph 4.2.12)</i>	100% of Civil Right complaints forwarded to CCA within one business day.	One additional business day.	Participant complaints. Review MMR. Review of Civil Rights complaints.	\$100.00 per incidence of non- compliance.
10. Resolve problems and complaints identified by County and/or service providers. <i>(Exhibit A-2 SOW Paragraph 4.2.9)</i>	100% of problems and complaints are resolved or a Corrective Action Plan to resolve is implemented within five business days of acceptance of CAP by County.	98% of complaints.	User complaints.	\$2,000.00 per incidence of non-compliance.
11. Provide a Liaison to County and service providers <i>(Exhibit A-2 SOW Paragraphs 4.2.7 and 4.2.8)</i>	Contractor's Liaison available to County and service providers during County business hours.	100%	Participant complaints. On-site observation.	\$500.00 per incidence of non- compliance.
12. Confidentiality Agreement is signed and a copy is on file for each employee prior to that employee starting work. <i>(Contract Subsection 7.5)</i>	100% of employees have signed the Confidentiality Agreement form prior to beginning work on this Contract.	100%	Review of Personnel records.	\$300.00 per incidence of non- compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
13. Invoices, Management and Monitoring Reports are submitted to County as required. <i>(Contract Subsection 5.5 and Exhibit A-2 SOW Paragraph 4.2.14)</i>	County receives Invoices by the 15 th day of the following month and Management and Monitoring Reports by the 25 th day of the following month.	Two business days	Review of Reports/Invoices	\$100.00 per day late.
14. Maintain and comply with Quality Control Plan: <i>(SOW Subsection 1.4)</i> Monitor assessment service provider for contract compliance and quality of services. <i>(Exhibit A-2 SOW Subsection 1.3)</i>	New service providers will be monitored each of the first six months. If performing at acceptable attribute points agreed to by County and Contractor, monitoring may then be quarterly.	100%	Review of QC Plan Review of subcontractors' Monitoring Reports. On-Site Observation.	\$900.00 per occurrence.
15. Provide Insurance Verification to CCA. <i>(Contract Subsection 8.24)</i>	Evidence of Coverage provided <u>prior</u> to expiration date of previous certificate.	Expiration Date	Review of Insurance Verification.	2% of Contractor's Monthly Flat Fee per occurrence.
16. Maintain/update CalSAWS inventory of assessment providers. <i>(Exhibit A-2 SOW Paragraphs 4.2.3 and 4.4.4)</i>	Update CalSAWS within five business days after Contractor/County determines an update is necessary.	100%	User complaints. CalSAWS review.	\$500.00 per occurrence.
17. Maintain participant records as required. <i>(Exhibit A-2 SOW Paragraph 4.6.11)</i>	Maintain participant folder with test results and completed reports such as Employment Plan, LD Evaluation report.	100%	Review of participant records.	\$300.00 per incidence of non-compliance for each of the sections identified.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
18. Ensure bilingual services are available. <i>(Exhibit A-2 SOW Paragraph 4.4.6)</i>	Non-English speaking participants are assessed in their native language, unless written valid justification is provided.	99% of speaking participants referred.	User complaints. Review of Monthly Management Reports. GSW complaints.	\$500.00 per occurrence.
19. Participants referred for Vocational Assessment will be given an appointment that is no more than five business days from the date of the referral. <i>(Exhibit A-2 SOW Paragraphs 4.4.16 and 4.3.8)</i>	100% of participants who are referred for Vocational Assessment will be given an appointment that is no more than five business days from the date of the referral.	100%	Review of records. Participant complaints. Review of Monthly Management Report, GSW complaints.	\$100.00 per incidence of non-compliance.
20. Completed Employment Plan contains SMART specific objectives and the recommended objectives were discussed with the participant on the day of Assessment. <i>(Exhibit A-2 SOW Subparagraph 4.4.31.10)</i>	100% of participants who are assessed must be provided with SMART specific. Objectives to achieve their employment career goals on the day of Assessment	One business day	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$100.00 per day late.
21. Completed Employment Plan is provided to GSW or CCM within five business days following the completion of the Assessment appointment. <i>(Exhibit A-2 SOW Paragraph 4.4.18)</i>	100% of completed Employment Plans are provided to GSW or CCM within five business days following the completion of the Assessment appointment.	One business day	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$100.00 per day late.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
22. Availability of LD Evaluation administration between: 8:00 a.m. – 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. – 5:00 p.m. by appointment only, except on County scheduled holidays. <i>(Exhibit A-2 SOW Subsection 1.8 and SOW Subparagraph 4.2.1.2)</i>	Staff available to service participants scheduled for Evaluation.	100%	Participant complaints. Review MMR.	\$300.00 per incidence of non-compliance.
23. Participants referred for LD Evaluation will be given an appointment for Evaluation that is no more than five business days from the date of the referral. <i>(Exhibit A-2 SOW Subparagraph 4.5.8.2)</i>	100% of participants who are referred for LD Evaluation will be given an appointment for Evaluation that is no more than five business days from the date of the referral.	99% of participants referred.	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$250.00 per incidence of non-compliance.
24. Upon confirmation of the GAIN/REP participant's Vocational Assessment and/or LD Evaluation appointment, Evaluator will create a file folder for each participant. <i>(Exhibit A-2 SOW Paragraph 4.4.21)</i>	Folder is created to hold documents as stated in SOW section.	100%	Review of participant case folders.	\$300.00 per incidence of non-compliance.
25. Evaluator is available to discuss the LD report with DPSS staff and the participant, as necessary. <i>(SOW Paragraph 4.5.11)</i>	Be available to discuss progress report, via telephone appointment within three business days.	100%	Participant complaints. GSW Complaints. Review of MMR.	\$300.00 per incidence of non-compliance for each of the sections identified.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
26. An LD Evaluation will include a Diagnostic Interview and History Taking. <i>(Exhibit A-2 SOW Paragraph 4.5.1)</i>	Participant record documents that Diagnostic Interview and History Taking was completed.	100%	Review of LD Evaluation reports. Participant complaints. Review of MMR.	\$300.00 per incidence of non-compliance.
27. An LD Evaluation will include Vocational Interview, Inventories and Tests. <i>(Exhibit A-2 SOW Subparagraph 4.5.1.4)</i>	Participant record documents that Vocational Interview, Inventories and Tests were completed.	100%	Review of LD Evaluation reports. Review of participant case folders. Review of MMR.	\$300.00 per incidence of non-compliance.
28. Validated instruments, approved by the State, are used in the LD Evaluation and Diagnosis process. <i>(Exhibit A-2 SOW Subparagraph 4.5.2.3)</i>	Validated instruments are used.	None. Does not apply to cases where approved instruments are not available.	Review of MMR. Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.
29. For an LD Evaluation, use basic tools approved by the State to measure aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodcock-Johnson, Woodcock Munoz for Spanish, BETA III, Test for Non-verbal intelligence (TONI3), and Raven Standard Progressive Matrices. <i>(Exhibit A-2 SOW Subparagraph 4.5.2.1)</i>	Subject tools are used.	None. Does not apply to cases where approved instruments are not available.	Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.
30. For an LD Evaluation, use basic tools approved by the State to measure achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), and Nelson-Denny (reading). <i>(Exhibit A-2 SOW Subparagraph 4.5.2.2)</i>	Subject tools are used.	None. Does not apply to cases where approved instruments are not available.	Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
31. For an LD Evaluation, use basic tools to measure Vocational Interests. <i>(Exhibit A-2 SOW Paragraph 4.5.2)</i>	Subject tools are used.	100%	Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.
32. LD tests administered match, to the extent possible, the participant's employment goal. <i>(Exhibit A-2 SOW Paragraph 4.4.12)</i>	LD tests match participant's employment goal.	100%	Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.
33. Perform an LD Diagnosis rather than an LD Evaluation when formal documentation of an accommodation is needed or the participant presents significant or multiple impairments. <i>(Exhibit A-2 SOW Paragraph 4.5.13)</i>	Conduct an LD Diagnosis as required.	100%	GSW complaints. Review of participant case folders. Review of Diagnosis reports. Review of LD Evaluation reports.	\$300.00 per incidence of non-compliance.
34. Notify the GSW/CC within one business day by telephone, if the participant does not show for the scheduled LD appointment. Evaluator will follow up in writing within three business days. <i>(Exhibit A-2 SOW Paragraph 4.4.22 and SOW Subparagraph 4.5.8.4)</i>	Notify County as required.	100%	GSW complaints. Review of MMR. Review of participant case folder.	\$300.00 per incidence of non-compliance.
35. The LD Evaluation report is to be completed and E-Mailed to the GSW or CCM. <i>(Exhibit A-2 SOW Paragraph 4.5.23)</i>	The LD Evaluation report is to be completed and E-Mailed to the GSW or CCM within five business days from the date the Evaluation begins.	100%	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$300.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
36. Upon determining the need for a Diagnosis, the LD Evaluation report is to be E-Mailed to the GSW or CCM and to the Diagnostician. <i>(Exhibit A-2 SOW Paragraph 4.5.24)</i>	The LD Evaluation report is to be E-Mailed to the GSW or CCM and to the Diagnostician within three business days of completion of the Evaluation.	100%	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$300.00 per incidence of non-compliance.
37. Participants who are referred for LD Diagnosis will be seen by the Diagnostician within three business days (provided that the participant keeps the appointment scheduled for them). <i>(Exhibit A-2 SOW Paragraph 4.6.6)</i>	100% of participants who are referred for LD Diagnosis will be seen by the Diagnostician within three business days (provided that the participant keeps the appointment scheduled for them).	100%	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$500.00 per incidence of non-compliance.
38. For participants who are diagnosed as having an LD, the Accommodation Plan will be E- Mailed to the GSW or CCM within three business days following the completion of the Diagnosis. <i>(Exhibit A-2 SOW Paragraph 4.6.7)</i>	For 100% of participants who are diagnosed as having an LD, the Accommodation Plan will be E-Mailed to the GSW or CCM within three business days following the completion of the Diagnosis.	100%	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$500.00 per incidence of non-compliance.
39. Ensure service providers provide responsive, efficient and high-quality public services. <i>(Exhibit A-2 SOW Paragraph 4.8.3)</i>	A quarterly review of 95% customer satisfaction surveys completed indicate that the participant is satisfied with the level of service provided by the contracted vocational assessment provider.	100%	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$300.00 per incidence of non-compliance.

PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
1.	FR	5	A file folder containing all relevant assessment materials is maintained for each participant for whom a referral is received.	A file folder is available for review	Review of participant file
2.	FR	3	GN6007 (Notification of Change Form) is completed, signed and dated if participant failed to appear for initial appointment or failed to cooperate.	GN6007 Form is completed, signed and dated and in the participant file.	Review of participant file
3.	FR	3	GN6013 (Disposition Form) is completed, signed, and dated by assessor.	GN6013 Form is completed, signed and dated by assessor and is in the participant file.	Review of participant file
4.	FR	5	Partial-Final Memo Form is completed if participant does not complete assessment after the Information Gathering and Testing phase.	Partial-Final Memo Form is completed and in participant file.	Review of participant file
5.	FR	5	Third-Party Assessment Memo Form is completed if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Third-Party Assessment Memo Form is completed and in participant file.	Review of participant file
6.	FR	5	GN6014 (Employment Plan/Career Plan) is completed, signed and dated by assessor and participant.	Employment Plan/Career Plan is signed and dated by assessor and participant.	Review of participant file
7.	FR	5	LD Evaluation is completed, signed and dated by assessor and participant.	LD Evaluation is completed, signed and dated by assessor and participant.	Review of participant file
8.	FR	5	A referral for a diagnosis is made if the participant crosses the testing threshold or a dispute with the participant arises over the test results.	Documentation of the referral is included in the case notes in the participant folder.	Review of participant file
9.	FR	5	After a diagnosis referral is made and the results are obtained, the diagnosis results are integrated into the LD Evaluation.	LD Evaluation includes recommendations from the diagnosis and the diagnosis is in the participant file.	Review of participant file
10.	FR	5	Employment goals are created for each participant.	GN6014 Form includes both primary and secondary employment goals. LD Evaluation contains three employment goals.	Review of participant file
11.	FR	3	The OES codes for the primary and secondary goals are identified.	The OES codes for all of the employment goals are indicated on the Employment Plan/Career Plan or LD Evaluation.	Review of participant file
12.	FR	3	Review available labor market and occupational data to determine if desired employment goals are appropriate for the participant.	GN6014 or LD Evaluation shows evidence that the labor market information available to the assessor was consulted.	Review of participant file.
13.	FR	5	Use appropriate assessment instruments according to LACOE guidelines.	Test results are maintained in the participant file.	Review of participant file

*FR= File Review, C= Computer, ISV= Intensive Site Visit, DR= Desk Review

PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
14.	FR	1	If participant refuses to comply with any of the barriers screenings, the GN6136 (Refusal Form) is completed and signed appropriately.	Documentation is in participant file.	Review of participant file
15.	FR	5	Barriers Screening instruments are located in the participant file.	Instruments are located in participant file.	Review of participant file
16.	FR	5	Domestic Violence instrument is administered by assessor and signed by participant	Domestic Violence instrument is completed and in participant folder.	Review of participant file
17.	FR	5	If the participant discloses domestic abuse a request for a referral for domestic violence services is faxed to the appropriate party on the same day when the abuse is reported.	Documentation that call was made and fax was sent in participant file.	Review of participant file
18.	FR	5	Substance Abuse instrument is administered to the participant	Documentation in folder.	Review of participant file
19.	FR	5	Mental Health instrument is administered to participant.	Documentation in folder.	Review of participant file
20.	FR	3	If threshold is reached in substance abuse or mental health, participant is referred back to GSW for a clinical assessment within one workday.	Documentation is in participant file.	Review of participant file
21.	FR	3	Interview form completed to the extent possible.	Interview form completed and in participant file.	Review of participant file
22.	FR	5	Contractor will report all suspected or actual fraud in writing to DPSS within three workdays.	Written evidence is available and timelines are documented in the participant file.	Review of participant file
23.	FR	1	GN6006 (Referral Form) is signed and dated by the assessor.	Form is signed and dated and in the participant file.	Review of participant file
24.	C	1	Assessment appointment scheduled within five business days of telephone referral.	Time between appointment date and referral date is less than or equal to five business days.	Computer analysis of data.
25.	C	1	GN6007 is returned within three business days if participant failed to appear for initial appointment or failed to cooperate.	Time between appointment date and return date is less than or equal to three business days.	Computer analysis of data.
26.	C	1	GN6006 is returned to GSW/CCM within 5 business days of first appointment attended date.	Time between appointment date and return date is less than or equal to three business days.	Computer analysis of data.
27.	C	5	Employment Plan completed within two business days following the completion of the assessment appointments.	Time between appointment date and completion of Employment Plan is less than or equal to two business days.	Computer analysis of data.
28.	C	3	GN6013 (Disposition Form) returned to GSW/CCM within five business days of initial appointment date.	Time between appointment date and return date is less than or equal to five business days.	Computer analysis of data.
29.	C	5	GN6014 (Employment Plan/Career Plan) returned to GSW/CCM within five business days of initial appointment date.	Time between appointment date and return date is less than or equal to five business days.	Computer analysis of data.
30.	C	5	LD Evaluation returned to GSW within five business days of initial appointment.	Time between appointment date and return date is less than or equal to five business days.	Computer analysis of data.

*FR= File Review, C= Computer, ISV= Intensive Site Visit, DR= Desk Review

PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
31.	C	5	Partial Final Memo Form returned within five business days of initial appointment date.	Time between appointment date and return date is less than or equal to five business days.	Computer analysis of data.
32.	C	5	Third-Party Referral Form returned within five business days if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Time between disagreement date and Third-Party Referral Form sent date is less than or equal to five business days.	Computer analysis of data.
33.	ISV	1	Liaison is available between the hours of 8:00 a.m. and 5:00 p.m.	Someone is available to take referrals during the program hours.	Spot check calls.
34.	ISV	3	Participants receive an orientation to the assessment program that includes, at a minimum, an explanation of the following: 1) Purpose of the GAIN/START program, 2) GAIN philosophy, 3) The goals of the GAIN assessment program, 1) Third-Party Option, and 2) Brief explanation of the WtW changes as	Evidence is demonstrated during the Orientation phase of the assessment.	Direct observation.
35.	ISV	3	During the Information Gathering and Test phase of the assessment, an appropriate Testing environment is maintained (i.e., proper lighting, test instructions, timing of tests).	Evidence is demonstrated during the Information Gathering and Testing phase of the assessment.	Direct observation.
36.	ISV	5	Test results were scored, analyzed, and discussed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
37.	ISV	5	Employment Plan/Career Plan is developed; SMART specific objectives recommend and reviewed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
38.	ISV	5	The assessor has reviewed with the participant the Informed Choice Verification Section of the Employment Plan/Career Plan.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
39.	ISV	1	"Nondiscrimination in Services" poster is displayed in a prominent place.	Poster is displayed where participants can see it.	Review of site.
40.	ISV	1	5 year file retention plan being followed.	Agency has a retention plan.	Review of retention plan. Inspection of Retention plan (optional).
41.	ISV	3	Participant assessment files are maintained in a confidential and secure manner.	Participant files are stored in a Locked file cabinet and are not left unattended in public areas.	Review of participant files storage.
42.	DR	NA	Staff Background Form completed by each assessor who meets contract requirements.	Documentation is on file with LACOE.	Review of documentation file.
43.	DR	NA	Confidentiality procedures are being followed.	All staff working under the contract have completed and submitted a confidentiality agreement to LACOE.	Review of confidentiality file and agency staffing.
44.	DR	NA	Computer data will be received by LACOE within five business days of the first day of the month.	Data is received by LACOE by the 5 th workday of the month.	Data is transferred to LACOE computer system.

*FR= File Review, C= Computer, ISV= Intensive Site Visit, DR= Desk Review

PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS (CAREER ASSESSMENT)

		Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*
FILE REVIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	Third-Party Assessment Memo Form is completed.		✓			
	6.	5	GN6014 is completed.					
	7.	5	Primary and secondary employment goals determined.	✓	✓			
	8.	3	The OES codes for each goal are identified.	✓	✓			
	9.	3	Labor market reviewed.	✓	✓			
	10.	5	Assessment instruments.	✓	✓			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	12.	5	Mental Health instrument is administered.	✓	✓			
	13.	5	Substance Abuse instrument is administered.	✓	✓			
	14.	5	Domestic Violence instrument is administered.	✓	✓			
	15.	5	Domestic Violence referral is faxed.	✓	✓			
	16.	5	Mental Health referral is made as needed.	✓	✓			
	17.	3	Substance Abuse referral is made as needed.	✓	✓			
	18.	3	Interview thoroughly completed.	✓	✓	✓		
	19.	5	Report all suspected fraud.	✓	✓	✓		
	20.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
COMPUTE	1.	1	Appointment scheduled within five business days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within three business days.				✓	
	3.	1	GN6006 returned within five business days.	✓	✓	✓		
	4.	5	Employment Plan completed within two business days.	✓				
	5.	3	GN6013 returned within five business days.	✓	✓	✓		
	6.	5	GN6014 returned within five business days.	✓	✓			
	7.	5	Partial Final Memo returned within five business days.			✓		
	8.	5	Third-Party Referral Form returned within five business days.		✓			
Total Weighted Attribute Points:				82	87	32	10	6
Total Attributes (Number):				22	23	10	4	2

PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS (CAREER ASSESSMENT)

		Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*		CA*
FILE VIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓		✓
	2.	3	GN6007 is completed.				✓		
	3.	3	GN6013 is completed.	✓	✓	✓			
	4.	5	Partial Final Memo Form is completed.			✓			
	5.	5	Third-Party Assessment Memo Form is completed.		✓				
	6.	5	GN6014 is completed.						
	7.	5	Primary and secondary employment goals determined.	✓	✓				
	8.	3	The OES codes for each goal are identified.	✓	✓				
	9.	3	Labor market reviewed.	✓	✓				
	10.	5	Assessment instruments.	✓	✓				
	11.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓				
	12.	5	Mental Health instrument is administered.	✓	✓				
	13.	5	Substance Abuse instrument is administered.	✓	✓				
	14.	5	Domestic Violence instrument is administered.	✓	✓				
	15.	5	Domestic Violence referral is faxed.	✓	✓				
	16.	5	Mental Health referral is made as needed.	✓	✓				
	17.	3	Substance Abuse referral is made as needed.	✓	✓				
	18.	3	Interview thoroughly completed.	✓	✓	✓			
	19.	5	Report all suspected fraud.	✓	✓	✓			
	20.	1	GN6006 (referral Form) is in file.	✓	✓	✓			
COMPUTE	1.	1	Appointment scheduled within five business days.	✓	✓	✓	✓		✓
	2.	1	GN6007 returned within three business days.				✓		
	3.	1	GN6006 returned within five business days.	✓	✓	✓			
	4.	5	Employment Plan completed within two business days.	✓					
	5.	3	GN6013 returned within five business days.	✓	✓	✓			
	6.	5	GN6014 returned within five business days.	✓	✓				
	7.	5	Partial Final Memo returned within five business days.			✓			
	8.	5	Third-Party Referral Form returned within five business days.		✓				
Total Weighted Attribute Points:				82	87	32	10		6
Total Attributes (Number):				22	23	10	4		2

PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS (LEARNING DISABILITIES EVALUATION)

		Wt.	Monitoring Attributes	CO*	LDD*	PF*	NS*	CA*
FILE REVIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	LD Evaluation is completed.	✓	✓			
	6.	5	Three employment goals determined.					
	7.	3	The OES codes identified.	✓	✓			
	8.	3	Labor market reviewed.	✓	✓			
	9.	5	Assessment instruments.	✓	✓			
	10.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	11.	5	Mental Health instrument is administered.	✓	✓			
	12.	5	Substance Abuse instrument is administered.	✓	✓			
	13.	5	Domestic Violence instrument is administered.	✓	✓			
	14.	5	Domestic Violence referral is faxed.	✓	✓			
	15.	3	Mental Health referral is made as needed.	✓	✓			
	16.	3	Substance Abuse referral is made as needed.	✓	✓			
	17.	3	Interview thoroughly completed.	✓	✓	✓		
	18.	5	Report all suspected fraud.	✓	✓	✓		
	19.	5	Referral made to Diagnosis to resolve, dispute, or if threshold is reached.	✓	✓			
	20.	5	Diagnosis results are integrated into LD Evaluation.		✓			
	21.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
COMPUTE	1.	1	Appointment scheduled within five business days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within three business days.				✓	
	3.	1	GN6006 returned within five business days.	✓	✓	✓		
	4.	5	LD Evaluation Report completed within five business days.	✓				
	5.	3	GN6013 returned within five business days.	✓	✓	✓		
	6.	5	LD Evaluation returned within five business days.	✓	✓			
	7.	5	Partial Final Memo returned within five business days.			✓		
Total Weighted Attribute Points:				80	85	32	10	6
Total Attributes (Number):				22	23	10	4	2

*CO= Completion, LDD = Learning Disability Diagnosis Referral, PF= Partial Final, NS= No Show, CA= Cancelled

GAIN/START/REP CONTRACTOR CIVIL RIGHTS COMPLAINT ACTIVITY REPORT

MONTH: _____

I. IDENTIFYING INFORMATION

Name of Contractor	Contractor ID Number
Address	Contact Person

Telephone Number _____

II. SOURCE OF NEW COMPLAINTS

DPSS _____

—
—
—

GAIN/START/REP Participant _____

Other: _____ + Total Received _____

III. INVESTIGATION ACTIVITY

	<u>Number</u>
Carried over from prior month	_____
Received during the month	_____
Total on hand during month	_____
Finalized during the month (For Disposition, refer to Section IV)	_____
Total on hand at the end of month:	_____

Distribution: Original 3 copies to DPSS, fourth copy kept on file by Contractor for 4 years

IV. INVESTIGATION/COMPLAINT DISPOSITION

Date Received	Case Name	Case Number	Alleged Basis of Discrimination	Subcontract or Name	Disposition

LOS ANGELES COUNTY OFFICE OF EDUCATION
MONTHLY MANAGEMENT
REPORT (MMR-I)

CQNTTRACT: GAIN/START/REP Vocational Assessment Services

Report Month: _____ Year: _____

TO: Los Angeles County Department of Public Social Services

FROM: LACOE - GAIN Division

The following is a summary of LACOE Intermediary/Vocational Assessment activities:

1.0 Assessment Service Provider Site Reviews:*

_____ Site reviews were conducted by the Vocational Assessment Intermediary staff.

_____ Which of the 14 required service provider functions are found to be successfully implemented?

_____ Which of the 14 required service provider functions are not successfully implemented?

The required service provider functions that are not successfully implemented are listed below:

Required Function	# of sites where function found to be unsuccessfully implemented	Reasons for service provider implementation problems

Contractor will provide a Contract Compliance Monthly Monitoring Report (MMR-2) for each site monitored and include it as an attachment to this report.

2.0 List of Occupations and Number Selected in this Monitoring Month:

Occupation Title	Number

3.0 New Vocational Assessment Service Provider Contracts:

3.1 Start Date:

3.2 Service Provider Name (Agency or Company Title)

3.3 Service Provider Address

3.4 Name of Service Provider Contact and Liaison

3.5 Telephone:

Area	Number	Extension
------	--------	-----------

3.6 Public Agency _____ Community Based Agency _____

4.0 Vocational Assessment Vacancies

Number of openings for vocational assessment referrals for those service providers reviewed (Reported by GAIN Region):

Region II: _____ Region III: _____ Region IV: _____

Region V: _____ Region VI: _____

5.0 GAIN Orientation In-Service Programs:

_____ GAIN orientation in-service programs were conducted

_____ Vocational assessment service providers attended the GIAN orientation in-service program

6.0 Completed Assessments:

_____ Completed Assessments

_____ Partial Assessments

7.0 Special Concerns:

GAIN/START/REP Participant Questionnaire

Date: _____ Assessment Agency/Site: _____

Dear GAIN/START/REP Participant:

Congratulations on completing the GAIN/START/REP Assessment Program. Please respond to the following questions in order to help us improve our services.

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Was assessment a positive experience for you?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Did your assessor tell you that the purpose of the assessment.....
was to develop a plan to help you move to full-time employment.
and self-sufficiency? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. As a result of today's activities, do you know more about yourself.....
and your plans for the future? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Were you treated with courtesy and respect?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Did you review the Career Exploration web site prior to your
vocational appointment?..... | <input type="checkbox"/> | <input type="checkbox"/> |

Please write down any comments about today's assessment experience

Sincerely,

Program Manager
LACOE GAIN/START Vocational Assessment

EXHIBIT A-3, STATEMENT OF WORK

**START/CFET SHORT TERM TRAINING
AND
LAPTOP LOAN PROGRAM**

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PREAMBLE

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

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

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

STATEMENT OF WORK

1 GENERAL

1.1 Scope Of Work

Contractor will provide all management and administrative services necessary for provision of Short-term Trainings and Laptop/Tablet Loan Program to Skills and Training to Achieve Readiness for Tomorrow (START), formerly the General Relief Opportunities for Work (GROW) with CalFresh Employment and Training (CFET) eligible participants, hereafter referred to as START/CFET Participants. These services must include, but are not limited to, administrative services, supervision, personnel, materials and other items or services necessary to provide services for START/CFET Participants, such as, but not limited to: the Career Opportunities, Resources & Employment (CORE), Security Officer Training (SOT), and other Specialized Short-term Training components, and other Specialized Education/Training components approved by the County. The contractor will be responsible for:

- 1.1.1 Development of program materials for CORE, and SOT.
- 1.1.2 Other Specialized Short-term Training components and other Specialized Education/Training components, such as High School Equivalency Certificate (HSE) and General Education Diploma (GED).
- 1.1.3 Ensure all verbal and written instructions, including Contractor developed materials, are available for use in English and the County's nine threshold languages: Spanish, Armenian, Cambodian, Chinese, Farsi, Korean, Russian, Tagalog, and Vietnamese.
- 1.1.4 Consultation with County staff on program development and enhancements including, any changes to activity processes that need to be made due to updates in CDSS policy that may impact START and/or CFET policies.
- 1.1.5 Assist County staff with implementing any potential updates that need to be made to contracted activities to align with any changes to State CFET policies.
- 1.1.6 Assist County staff with implementing any potential updates that need to be made to budgeting and invoices for contracted activities to align with any changes to State CFET policies.
- 1.1.7 Direct training of START/CFET Participants in CORE, SOT, Specialized Short-Term Training components, and other Specialized Education/Training components.
- 1.1.8 Notification of changes by data input on the CalSAWS computer system.

- 1.1.9** Complete specified forms and reports and perform other tasks as agreed upon by County and Contractor.
- 1.1.10** Provide START/CFET Participants with laptop/tablet on a temporary basis.
- 1.1.11** Direct the Outreach and training support activities for the Laptop/Tablet Loan Program.

1.2 Hours Of Operation

- 1.2.1** Contractor must provide services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Pacific Standard Time.
- 1.2.2** Contractor, as agreed upon by County and Contractor, may provide direct participant services at hours different than the hours stated in Section 1.2, Hours of Operation, sub-paragraph 1.2.1 to meet the needs of the START/CFET Participants.
- 1.2.3** Contractor is not required to provide services on County holidays. The County Contract Administrator (CCA) will provide a list of the County holidays to the Contractor within 30 calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year.

1.3 Meetings

Contractor will meet with County on a regular basis to discuss tasks identified in this Statement of Work and/or other concerns as needed. Either County or Contractor may request such a meeting with five workdays notice. Notice may be waived with agreement of both parties.

1.4 Quality Control Plan

Contractor will establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of product quality and service throughout the term of this Contract. The Plan, which is subject to approval or rejection by County, will be submitted to the CCA on the Contract start date. Revisions to the Plan must be submitted as changes occur during the term of the Contract. The Plan must include, but not be limited to, the following:

- 1.4.1** Method for ensuring that professional staff rendering services under this Contract has qualifying experience.
- 1.4.2** Method of monitoring to ensure that Contract requirements are being met.
- 1.4.3** Method for identifying, preventing, and correcting deficiencies in the quality of service before the level of performance becomes unacceptable.

- 1.4.4** A written report by the Contractor documenting the resolution of a problem must include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, will be provided to the County upon request.

1.5 Quality Assurance Plan

- 1.5.1** The County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Section 8.0, Standard Terms and Conditions, Section 8.15, County Quality Assurance Plan.
- 1.5.2** The County or its agent will evaluate the Contractor's performance under this Contract on no less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.
- 1.5.3** The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract, Section 8.0, Standard Terms and Conditions, Section 8.15, County Quality Assurance Plan.
- 1.5.4** County will monitor the Contractor's performance under this Contract using the quality assurance procedures specified in the Exhibit A-3, Statement of Work, subsection 4.3, Performance Requirement Summary, or any other such procedures as may be necessary to ascertain that the Contractor is in compliance with this Contract.

1.6 Performance Evaluation Meetings

- 1.6.1** County and the Contract Manager will jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a CDR is issued, and at the discretion of the CCA, a meeting will be held within five business days, as mutually agreed, to discuss the problem.
- 1.6.2** The CCA will prepare the minutes of the Performance Evaluation Meeting that will include any action items from the meeting. The Contract Manager and CCA will sign this statement. Should the Contract Manager not concur with the action items, she/he must submit a written statement to the CCA within ten business days from the date of receipt of the signed action items. The Contract Manager's written statement will be attached to the CCA's minutes and be a part thereof. Failure to do so

will result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the Director or his designee will be final.

- 1.6.3** Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

1.7 Contract Discrepancy Reports (CDRs)

- 1.7.1** Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager will resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.
- 1.7.2** The CCA will determine whether a formal CDR will be issued. Upon receipt of this document, Contractor is required to respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable for correction of all deficiencies identified in the CDR, must be submitted to the CCA within ten business days.

2 RESPONSIBILITIES

2.1 County Furnished Items

2.1.1 Materials

- 2.1.1.1** County will provide Contractor with County START regulations and policies and any changes to those regulations and policies as they occur.
- 2.1.1.2** County will provide Contractor with a supply of PA 607, Civil Rights complaint forms and GEN 1179, Complaint of Discrimination forms.
- 2.1.1.3** County will provide Contractor with access and use of any State and County translated START Program forms.

2.1.2 Services

- 2.1.2.1** County will provide Contractor Training on Program and Policy requirements on the Security Guard Services for CORE, SOT, and other Specialized Short-term Training, and Specialized Education and Training classes.
- 2.1.2.2** County will provide Contractor with classroom space to conduct CORE, at the County START sites referenced under Section 3.3.6. County will provide classroom space to conduct

Security Officer Training at Metro East and Metro Special.

2.1.3 Training

2.1.3.1 County will provide Contractor with Civil Rights training and ADA training pertaining to serving County's START/CFET Participants (every two years).

2.1.3.2 County may provide Contractor with other training as deemed necessary by County.

2.1.4 Transportation Allowance

When a START/CFET Participant requires a transportation allowance, the Contractor will notify the START Worker through a secure and encrypted email within 24 hours after the START/CFET Participant attended a Contractor-related activity. The secure and encrypted email must include the START/CFET Participant name, case number, and the assigned activity.

2.2 Contractor Furnished Items to Contractor Staff

Contractor will provide all personnel, space, services, equipment and materials not furnished by County under Section 2.1, County Furnished Items of this Contract.

2.2.1 Facilities

2.2.1.1 Upon County request and contingent on the availability of funding, Contractor will ensure that the leased facility is in close proximity to the START site and within a five-mile radius or 40-minute travel time using public transportation from the START office.

2.2.1.2 Contractor will provide no cost parking for County designated staff and START/CFET Participants at the leased facility.

2.2.2 Personnel

2.2.2.1 Contractor will ensure there are sufficient professional, experienced, and bilingually competent staff to administer the START services to the County's START/CFET Participants.

2.2.2.2 Contractor will ensure training of new staff and provide ongoing staff training of START/CFET services.

2.2.2.3 Contractor will ensure key management staff are available to contact, and when there is a vacancy, replacement will be made within 60 days. If permanent replacement is not made within 60 days, the contractor must provide written

justification.

2.2.2.4 Contractor will ensure all staff levels needed for the delivery of START services for CORE, Security Officer Training and other Specialized Short-term Training are present so there is no interruption of services, and that back-up staff are available within one hour, and when there is a vacancy, permanent replacements are made within 60 days. If permanent replacement is not made within 60 days, the Contractor must provide written justification.

2.2.2.5 Contractor will have a staffing plan to ensure uninterrupted delivery of START services during a staff reduction situation, illnesses and vacations.

2.2.3 Equipment/Supplies/Materials

2.2.3.1 Contractor must provide Internet access or Internet Service Provider (ISP) at each site designated by the Contractor and approved by the County. County will provide Internet access or ISP at County sites.

2.2.3.2 Contractor must obtain all equipment and supplies not furnished by County necessary to perform all services required by this contract in accordance with the Contract Budget.

2.2.3.3 Contractor must establish and maintain an inventory of all County-furnished office furniture, equipment and supplies as well as Contractor-purchased equipment. Upon termination of this Contract, all Contractor-furnished equipment purchased with County funds will become County property.

2.2.3.4 Contractor must provide computers for START/CFET Participants when START Program activities are conducted in-person.

2.2.4 Security of Equipment

2.2.4.1 Contractor will ensure that County computers and equipment are secure, and participant's confidentiality is maintained.

2.2.4.2 Contractor staff will not share any DPSS accounts with any other persons. START/CFET Participants accessing the Internet for the START Program activities will be conducted over the Contractor's computers and internet lines.

2.2.4.3 Contractor must verify participant identity prior to distribution of approved technical equipment.

2.3 Contractor Furnished Items to START/CFET Participants

- 2.3.1** Contractor will furnish all equipment and supplies necessary to perform all services required by this Contract that is not provided by the County. Furnished equipment includes laptop, as needed and approved by County, in accordance with Exhibit B-2, Contractor's Budgets, hereunder.
- 2.3.2** Contractor will develop an inventory of all equipment purchased by Contractor using County funds, to be provided to the County upon request. The inventory must include the following:
 - 2.3.2.1** Date of purchase and delivery.
 - 2.3.2.2** Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
 - 2.3.2.3** Brand, model number, and serial number of equipment.
- 2.3.3** Contractor will develop an inventory of all laptop and any other equipment distributed to START/CFET Participants to fulfill their course objective during the term of this contract, to be provided to the County upon request. The inventory must include but not be limited to, the following:
 - 2.3.3.1** Type of equipment;
 - 2.3.3.2** Name, phone number, and address of participant laptop is assigned to;
 - 2.3.3.3** Date participant was assigned laptop;
 - 2.3.3.4** The activity the participant is placed in which requires the loaning of laptop; and
 - 2.3.3.5** Expected end date of the activity which required the loaning of laptop.
- 2.3.4** Contractor will update the equipment inventory as necessary when START/CFET Participants enroll in courses, drop courses, or who are no shows for courses and complete courses.
- 2.3.5** Unless applicable Federal or State law requires otherwise, the County will have no rights, title, and/or interest in any and all equipment purchased by the Contractor with County funds.

3 SPECIFIC TASKS

3.1 Management Services

Contractor must ensure that technical assistance is available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Pacific Standard Time to START/CFET Participants. Contractor will comply with all Los Angeles County security policies and updates, as approved by the State and Board of Supervisors.

- 3.1.1 Contractor must incorporate safety measures to ensure compliance with “social distancing,” as needed. This includes staggered equipment pick-up times, virtual appointments and START/CFET Participants accessing the equipment from appropriately spaced safe distances, and any other safety measures required to maintain social distancing.
- 3.1.2 Contractor must update and maintain County’s inventory of laptop/tablet, (Refer to sections 2.3.2 and 2.3.3).
- 3.1.3 Contractor will resolve problems and complaints identified by County which may affect the provision of services to START/CFET Participants. Technical issues should be resolved within 24 hours to avoid delay in assigned training or activity. If immediate resolution is not possible, a plan to resolve problems or complaints will be implemented by the Contractor and County notified, within five business days from notice of problem. A copy of resolutions should be sent to the CCA.
- 3.1.4 Contractor must ensure that Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all Contractor and technical assistance service provider facilities, where they are easily accessible to contact employees and START/CFET Participants. Nondiscrimination in Services notices will be furnished by County.
- 3.1.5 Contractor will create and implement alternative technical assistance as needed for special populations, including the homeless.

3.2 Technical Assistance Services

Contractor must provide the following services for START/CFET Participants:

- 3.2.1 Contractor will ensure the most appropriate equipment is purchased for the START/CFET Participants based on the nature of their usage.
- 3.2.2 Contractor will recruit and maintain sufficient number of staff to provide technical assistance to meet the needs of START/CFET Participants and to ensure that there is no delay in services provided.
- 3.2.3 Contractor will ensure laptops/tablets are safe and sanitized per Federal, State and local health laws.

- 3.2.4** Contractor will provide laptop/tablet kits two days prior to start of assigned training or activity to pre-identified START/CFET Participants after verifying enrollment in an appropriate training or activity.
- 3.2.5** Contractor will provide general instructions on how to use technical equipment, as well as confidentiality and security agreements two days prior to start of assigned training or activity.
- 3.2.6** Contractor will provide usage guidelines to START/CFET Participants. This document includes technical assistance contact information as well as general instructions about the types of work activities that will be permitted.
- 3.2.7** Contractor will implement a plan within five business days of the start of the contract to retrieve loaned equipment at the end of the assigned activity or training.
- 3.2.8** Contractor will implement a plan within five business days of the start of the contract to recover loaned equipment when a participant drops or is a no-show to the activity. This may include activating security software which tracks, freezes, and wipes laptop/tablet clean.
- 3.2.9** Contractor will ensure that all suspected or actual fraud discovered is reported in writing to the County, within 24 hours of discovery. Once fraud has been verified, activate security software Absolute which tracks, freezes, and wipes laptop/tablet clean.
- 3.2.10** Contractor will perform in accordance with the following performance measures for the technical assistance components of the Contract:
- 3.2.10.1** 100% of participants will have a laptop/tablet and any other required equipment within two business days following the completion of the technical assistance appointments.
- 3.2.10.2** A quarterly review of customer satisfaction surveys completed indicates that 95% of participants are satisfied with the level of service provided by the Contractor.
- 3.3 Security Officer Training and Other Specialized Short-Term Training Classes**
- 3.3.1** Contractor will implement and provide Security Officer Training and other Specialized Short-term Training classes (up to 12 weeks) for the START/CFET Participants based on the demand occupations in the current labor market. The training programs must be approved by the County. Other Specialized Short-Term Trainings may include, but are not limited to the following:
- Academic Boot Camp

- Air Conditioning & Refrigeration
- Arc and Gas Welding
- Auto Technology
- Certified Nurse Assistant
- Certified Logistics Technician
- Child Development Culinary Arts Academy
- Customer Services Representative
- Dietetics
- Forklift Certificate
- General Officer Clerk
- Human Services Training
- Introduction to Welding Machine
- Tool Technician Machinist
- Manufacturing
- Office Occupations
- Program
- Office Assistant
- Software Development
- Supply Chain Logistic
- Truck Driving Class A
- Commercial Welding

3.3.1.1 Contractor must ensure 60% of participants enrolled, complete the trainings referenced in 3.3.1.

3.3.2 Contractor will prepare and assist START/CFET Participants in acquiring essential skills, such as computer, clerical, customer service, office procedures, etc., to obtain employment in entry-level jobs.

3.3.3 Contractor will develop, revise and enhance the START Program materials and curricula for the Security Officer Training, and other Specialized Short-term Training classes. County will review new and revised materials and curricula prior to implementation of training. The County will have the flexibility to request changes to the training curriculum, including the type of training provided, as needed.

3.3.4 When developing and implementing training programs, the Contractor must consider the following:

- Participants' training and employment needs.
- Labor market conditions and employment trends/projections.
- Demand occupations and staffing patterns as established by the California Department of Labor.
- Impact of training on the individual's marketable skills.

3.3.5 The Contractor will provide the Specialized Short-term Training classes at designated County and Contractor-approved sites for 20 hours per week, Monday through Friday, 8:00 a.m. to 5:00 p.m., morning and

afternoon, for up to 12 weeks, at a schedule approved by the County.

- 3.3.6** Upon County request and contingent on the availability of funding, the Contractor must refer participants to Office Occupations training classes at the following locations with hybrid model; remotely or in-person:

1.	San Gabriel	Contractor site
2.	Pomona	Contractor site
3.	Metro East*	County site
4.	Metro Special*	County site
5.	Lancaster*	County site
6.	Southwest Special*	County site
7.	South Central	County site
8.	South Special*	County site
9.	Wilshire Special	Contractor site
10.	Rancho Park	Contractor site
11.	Pasadena	Contractor site
12.	Civic Center	Contractor site
13.	Glendale	Contractor site
14.	San Fernando	County site

***CORE is offered at these sites only.**

As agreed upon by Contractor and County, the County may request that Contractor offer these classes at additional training sites if funds are available in the Contract budget. If these training programs are not producing the expected outcomes, which includes the number enrolled and number completions, the County will have the option to move these trainings to other locations or discontinue the classes.

- 3.3.7** Contractor will provide the Security Officer Training at designated County-approved sites for 20 hours per week, Monday through Friday, up to four weeks, at a schedule approved by the County. The Security Officer Training must include classroom training, Guard Card preparation, testing, and job placement activities.
- 3.3.8** Contractor will identify and recommend other training opportunities in demand occupations that can be completed within a short period or in less than 12 weeks, e.g., warehousing, retail/customer service, certified nursing assistants, etc. to use in developing specialized training classes.
- 3.3.9** Contractor will develop partnerships with the Regional Occupational Program, community colleges, or other educational/vocational entities that offer Specialized Short-term Training classes and specialized education and training classes.

- 3.3.10** Upon County request and contingent on the availability of funding,

Contractor will ensure that off-site training locations are located within five miles from the START site and equipped to hold a class of up to 20 participants per session. The training site should have at least 20 computers, two printers, internet connection, telephones, projector and other equipment necessary to conduct the class.

- 3.3.11** Contractor will provide job development and employment opportunities tailored to training received by participants enrolled in the class.
- 3.3.12** Contractor will provide other Specialized Short-term Training classes as agreed upon by Contractor and County, as long as funds are available in Contract budget.
- 3.3.13** Contractor will create a folder for each participant who starts the Specialized Short-term Training classes. County and Contractor will mutually agree to documents that should be contained in the folder.
- 3.3.14** Contractor will develop partnerships with Regional Occupational Programs, adult schools, community colleges, and the America's Job Center of California, to identify available training programs in the local community that can be accessed by the participants.
- 3.3.15** Contractor will provide CORE in-person or virtually with County approval, every other month at the sites listed in Exhibit A-3, paragraph 3.3.6.

3.4 Notification Of Changes

Contractor must perform the following tasks:

- 3.4.1** Access the CalSAWS computer system to input data to track participant's attendance in CORE and all the Specialized Short-term Training classes provided by Contractor under this Contract such as Security Officer Training.
- 3.4.2** Report any and all changes in the participant's participation status and/or attendance during any of the CORE and all the Specialized Short-term Training classes to the START Worker by updating the CalSAWS computer system by the next business day and documenting the participant's folder.
- 3.4.3** Access the CalSAWS computer system to input a participant's status change for participants who drop out of CORE and the Specialized Short-term Training classes on the same day but no later than the following business day the absence or dropped occurred.
- 3.4.4** Access the CalSAWS system on the final day to update outcome of participant's attendance in CORE and Specialized Short-term Training classes.

Note: For every participant recorded as a “show” on the first day, this data must be input on CalSAWS no later than the day after the last day of the classes cited to ensure the participants who completed are not erroneously terminated for noncompliance.

- 3.4.5** Notify the County START Worker via email on the same day but no later than three working days of participant's request, when making a Domestic Violence, Mental Health Services or Substance Abuse referral
- 3.4.6** Complete the County approved Verification of Participant Employment form, or approved LACOE Employment Success Form, Exhibit A-3, Attachment 25, to document the participant's employment and file in the participant's folder. Submit a copy of the verification form to the County START Worker as verification of the participant's employment.
- 3.5 Reports**
 - 3.5.1** Contractor must submit to the CCA by the 15th calendar day of each month a Monthly Management Report of the Contractor's activities performed that month. County and Contractor will meet at the Contract start date and periodically after that to determine the contents of the report, which may include but is not limited to:
 - 3.5.1.1** CORE, SOT, Specialized Short-term Training, and Specialized Education and Training classes provided, including participant outcomes.
 - 3.5.1.2** Other issues needing the attention of the CCA.
 - 3.5.1.3** Contractor will provide any other specialized reports as agreed upon by County and Contractor.
 - 3.5.2** Contractor must submit a schedule of Short-Term Training classed being held and provided to START participants on a quarterly basis. The schedule must include at a minimum: Course name, location, brief description, course frequency, duration of course, number of minimum students required, and method of delivery.
 - 3.5.2.1** The schedule of Short-Term Training classes must be submitted to the County no later than the 5th working day of each quarter.

3.6 Civil Rights Complaint Procedures

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

- 3.6.1** Ensure public contact staff attends mandatory Civil Rights training as provided or arranged by DPSS.

- 3.6.2** Ensure notices and correspondences sent to participants are in their designated preferred language and provide interpreters to ensure meaningful access to services to all participants.
- 3.6.3** Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- 3.6.4** Develop, and operate procedures for receiving, forwarding and responding to civil rights complaints as follows:
 - a.** Provide and assist START/CFET Participants with completing a PA 607, Complaint of Discriminatory Treatment or GEN 1179, Complaint of Discrimination form in the GR participant's preferred language.
 - b.** Maintain a log of Civil Rights complaints.
 - c.** Contractor Contract Manager (CCM) will act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and the Civil Rights Customer Relations (CRCR).
 - d.** Forward all PA 607s and GEN 1179s to the CCA within two business days and maintain a copy.
 - e.** CCM/CRL will not attempt to investigate Civil Rights complaints.

All investigations are handled by the Civil Rights Section.

4 PERFORMANCE MEASURES

4.1 Job Placement Rate

- 4.1.1** Contractor must maintain a quarterly Job Placement Rate of 20 percent placement rate or better for the participants starting CORE. Successful outcomes for participants completing enrollment in education/training, Job Corps, or referral to other career training programs, up to five percent, count towards the Job Placement Rate standard. Contractor will be assessed 100 Unsatisfactory Performance Indicator (UPI) Points for each percent under the required 20 percent placement rate.
- 4.1.2** Contractor must maintain a quarterly Job Placement Rate of 60 percent placement rate or better for the participants completing Security Officer Training (SOT). Contractor will be assessed 100 UPI points for each percent under the required 60 percent placement rate.
- 4.1.3** Contractor must maintain a quarterly Job Placement Rate of 30 percent placement rate or better per quarter for the participants starting Specialized Short-term Training classes or other Specialized Education and Training classes. Contractor will be assessed 100 UPI points for each percent under the required 30 percent placement rate.

4.1.4 Job Placement Rate Standard

- 4.1.4.1** The Job Placement Rate is calculated by dividing the number of job placements of at least 20 hours per week in a given month in CORE, other Specialized Short-term Training, or other Specialized Education and Training class by the number of participants starting these classes in that given month.
- 4.1.4.2** The Job Placement Rate for the Security Officer Training is calculated by dividing the number of job placements of at least 20 hours per week in a given month by the number of participants completing these classes in that given month.
- 4.1.4.3** Contractor's placement window will begin on the participant's first day in either CORE or Security Officer Training and end 60 days after completion day.

4.2 Fiscal Penalty

- 4.2.1** To the extent that the Contractor's quarterly Job Placement Rate falls below the required percentage outlined in subsection 4.1, liquidated damages in the amount of \$25 per point for each UPI point exceeding 300 points during each quarter may be assessed, not to exceed \$5,000 in a given quarter.
- 4.2.2** To the extent that the Contractor's quarterly survey results fall below the above required percentage, as described in Section 4.2 liquidated damages in the amount of \$25 per point for each Unsatisfactory Performance Indicator (UPI) point exceeding 300 points during each quarter may be assessed.

4.3 Performance Requirements Summary (PRS)

4.3.1 Introduction

- 4.3.1.1** This PRS displays the major services that will be monitored during the term of the Contract. The columns on the PRS chart indicates the required services; the standards for performance; the maximum deviation from standard before service will be determined unsatisfactory; the County's preferred method of monitoring; and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.
- 4.3.1.2** All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant, in any case, to create, extend, revise or expand any obligation of Contractor beyond that defined in the main body of the

Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for penalties.

- 4.3.1.3** The County expects a high standard of Contractor performance for the required service. DPSS will work with the Contractor to help resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

4.3.2 Performance Requirements Summary (PRS) Chart

Exhibit A-3, Attachment 19, PRS Chart displays the minimum services of the SOW that the County will monitor during the term of this Contract. The County will also monitor other Contract provisions that are not outlined in the PRS Chart:

In summary, the PRS Chart outlines the following:

- 4.3.2.1** Column one of the chart, provides the Section or Paragraph where the required service is referenced.
- 4.3.2.2** Column two of the chart, defines the Standards of Performance for each of the required service.
- 4.3.2.3** Column three of the chart, shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses penalty amounts or points.
- 4.3.2.4** Column four of the chart, Indicates the method of monitoring the required services.
- 4.3.2.5** Column five of the chart, Indicates the Unsatisfactory Performance Indicators (UPI) points to be assessed for exceeding the AQL for each listed required service. These indicators may serve as a baseline for assessing liquidated damages.

4.3.3 Quality Assurance

Each month Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used, but are not limited to, are as follows:

- 4.3.3.1** 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor's performance;
- 4.3.3.2** For random sample tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (Second Edition) by Herbert Arkin;
- 4.3.3.3** Review of Reports, Statistical Record and Files maintained by the Contractor;
- 4.3.3.4** On-site evaluations;
- 4.3.3.5** Participant interviews; and
- 4.3.3.6** Review of Complaints or justification of number of complaints.

4.3.4 Contract Discrepancy Report (CDR)

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

When the performance is unacceptable, the CCA will issue a CDR, set forth in Exhibit A-3, Attachment 20 to the Contractor's Contract Manager. The Contract Manager is required to:

- 4.3.4.1** Respond to the CDR within 10 business days.
- 4.3.4.2** Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.
- 4.3.4.3** The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed.

4.3.5 Criteria for Acceptable or Unacceptable Performance

For areas measured by sampling, County will determine the number of defects that renders a service unsatisfactory as follows:

- 4.3.5.1** Select a sample at random so that it will be a representation of the entire population.
- 4.3.5.2** Compare the sample to the Standard, and the conclusions are made about Contractor performance for the whole group.
- 4.3.5.3** The random sampling plan includes the following information:
 - 4.3.5.3.1** *Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;
 - 4.3.5.3.2** Lot Size - Total number of unit or services to be provided;
 - 4.3.5.3.3** Sample Size - Number of units to be checked in a given time period; and
 - 4.3.5.3.4** Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.
- 4.3.5.4** *The AQL for each sample is taken from the PRS. The lot size is determined by how often the Contractor will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

4.3.6 Remedy Of Defects

- 4.3.6.1** Notwithstanding a finding of unsatisfactory service and assessment of UPIs, Contractor must, within ten business days, 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.

4.3.7 Unsatisfactory Performance Remedies

When Contractor performance does not conform with the requirements of this Contract, County will have the option to apply any or all of the following nonperformance remedies:

- 4.3.7.1** Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent the recurrence of unacceptable performance.
- 4.3.7.2** Assess deductions in the amount of \$25 per point for each UPI point exceeding 300 points during each quarter of the Contract for the Measurable Outcomes described in Section 5.0, not to exceed \$5000 in a given quarter.
- 4.3.7.3** Assess deductions in the amount of \$25 per point for each UPI point exceeding 300 points during each quarter of the Contract for the Performance Measures described in Performance Requirements Summary Chart, not to exceed \$5000 in a given quarter.
- 4.3.7.4** Reduce, suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 4.3.7.5** Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within 10 workdays will constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s) satisfactorily, as determined by County, will be credited to County on Contractor's future invoice. This section does not preclude County's right to terminate the Contract upon 30 days written notice with or without cause, as provided for in Section 8.42, Termination for Convenience

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PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	METHODS OF MONITORING	UNSATISFACTORY PERFORMANCE INDICATOR (UPI) POINTS
Exhibit A-3, Statement of Work, Sections 1.1.1 Development of program materials for Career Opportunities Resource and Employment (CORE), Security Officer Training (SOT), other Specialized Short-term Training components, and Specialized Education/Training components approved by the County.	Curriculum Career Opportunities Resource and Employment (CORE), and Security Guard Training are developed, revised and enhanced as requested by County. Curriculum are delivered to County by due date. Changes are made as requested and submitted timely. Curriculums are considered approved upon County notification.	Timeliness – One work day late. Quality – Curriculum deemed acceptable to County with any corrections requested.	Review of Curriculum	Timeliness – Five points per day late Quality -25 points per failure to provide curriculum/changes requested
Exhibit A-3, Statement of Work, Sections 1.1.2 Ensure all verbal and written instructions, including Contractor developed materials, are available for use in English and the County's nine threshold languages: Spanish, Armenian, Cambodian, Chinese, Farsi, Korean, Russian, Tagalog, and Vietnamese.	Program materials are provided timely and in sufficient quantities to ensure providers have sufficient supplies for all of their classes and providers.	None	Verified User Complaint	50 points per occurrence
Exhibit A-3, Statement of Work, Section 1.2 Provide all services during County's normal business hours, Monday through Friday, as required by County.	Services are performed by Contractor during the required hours of operation.	One violation of required hours per year	Verified Complaint	25 points per citing
Exhibit A-3, Statement of Work, Section 1.3 Attend meetings as scheduled by County.	Appropriate Contractor representatives attend meeting.	None	Verified Complaint	20 points per missed meeting

REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	METHODS OF MONITORING	UNSATISFACTORY PERFORMANCE INDICATOR (UPI) POINTS
Exhibit A-3, Statement of Work, Section 3.3.2 Contractor must develop an inventory of all equipment purchased by Contractor using County funds, to be provided to the County upon request.	An inventory of all equipment purchased and delivery, cost of equipment, funding source, brand, model number, and serial number of equipment.	None	Verified Purchase Orders	20 points per missed item
Exhibit A-3, Statement of Work, Section 3.3.3 Contractor must develop an inventory of all laptops/tablets and any other equipment distributed to START/CFET Participants to fulfill their course objective during the term of this contract, to be provided to the County upon request.	An inventory of all laptops/tablets and any other equipment assigned to START/CFET Participants include participant's name, phone number, and address of participant, age, gender, ethnicity, date equipment assigned, and the activity.	None	Verified Inventories and Class Attendance Sheets	20 points per missed item
Exhibit A-3, Statement of Work, Section 4.1 Contractor must ensure that technical assistance is available 24-hours to START/CFET Participants. Contractor will comply with all Los Angeles County security policies and updates, as approved by the State and Board of Supervisors.	Technical assistance staff are to comply with County computer system security policies, confidentiality, and procedures.	None	Review of verified user complaint	50 points per insufficient staff complaint/equipment not provided
Exhibit A-3, Statement of Work, Section 4.1.3 Contractor must resolve problems and complaints identified by County which may affect the provision of services to START/CFET Participants. Technical issues should be resolved within 24 hours to avoid delay in assigned training or activity. If immediate resolution is not possible, a plan to resolve problems or complaints will be implemented by the Contractor and County notified, <u>within five business days</u> from notice of problem. A copy of resolutions should be sent to the CCA.	Resolved problems identified by County which may interrupt services to START/CFET Participants within 24 hours.	None	Review of verified user complaint	50 points per insufficient staff complaint/equipment not provided

REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	METHODS OF MONITORING	UNSATISFACTORY PERFORMANCE INDICATOR (UPI) POINTS
Exhibit A-3, Statement of Work, Section 4.2.2 Contractor will recruit and maintain sufficient number of staff to provide technical assistance to meet the needs of START/CFET Participants and to ensure that there is no delay in services provided.	Sufficient staff to provide technical assistance as needed to participants.	None	Review of verified user complaint	50 points per insufficient staff complaint/equipment not provided
Exhibit A-3, Statement of Work, Section 4.2.5 Contractor must provide a general orientation with instructions on how to use technical equipment, as well as confidentiality and security agreements two days prior to start of assigned training or activity.	Agreements to ensure participants understand and agree to abide by confidentiality and security requirements	None	Copies of signed agreements provided upon request	25 points per failure to collect signed agreement
Exhibit A-3, Statement of Work, Section 4.2.7 Contractor must implement a plan within five business days of the start of the contract to retrieve loaned equipment at the end of the assigned activity or training.	Plan provides sufficient time to retrieve loaned equipment.	Timeliness – one workday late.	Equipment Inventory	25 points per failure to provide changes requested
Exhibit A-3, Statement of Work, Section 4.3.14 Contractor will create a folder for each participant who starts the Specialized Short-term Training classes. County and Contractor must mutually agree to documents that should be contained in the folder.	Participant folders created and appropriate documents maintained in them.	None for folders creation Three Percent for contents	Random Sample	100 points per folder not created 50 points per percent over AQL

REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	METHODS OF MONITORING	UNSATISFACTORY PERFORMANCE INDICATOR (UPI) POINTS
Exhibit A-3, Statement of Work, Sections 4.3.15 Contractor will develop partnerships with Regional Occupational Programs, adult schools, community colleges, and the America's Job Center of California, to identify available training programs in the local community that can be accessed by the participants.	Employers recruited, working relationships with others established and enhanced, resources for training and assisting participants to obtain employment are completed and reported to DPSS.	None	Review of MMR	25 points per MMR without a report of activities
Exhibit A-3, Statement of Work, Section 4.5.1 Contractor will submit to the CCA by the 15 th calendar day of each month a Monthly Management Report of the Contractor's activities performed that month timely and accurately.	Monthly Management Report is received timely. Monthly Management Report is complete and accurate.	One work day None	Review of MMR	25 points per day late 50 points per incomplete or inaccurate report

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: <u>Click or tap here to enter text.</u>		Contractor Response Received: <u>Click or tap here to enter text.</u>			
Contractor: <u>Click or tap here to enter text.</u>	Contract No. <u>Click or tap here to enter text.</u>	County's Contract Administrator: <u>Click or tap here to enter text.</u>			
Contact Person: <u>Click or tap here to enter text.</u>	Telephone: <u>Click or tap here to enter text.</u>	County's Contract Administrator Signature:			
Email: <u>Click or tap here to enter text.</u>		Email: <u>Click or tap here to enter text.</u>			
<p>A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.</p>					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Use additional sheets if necessary

<u>Contractor's Representative Signature</u>	<u>Click or tap here to enter text.</u> Date Signed
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Additional Comments: <u>Click or tap here to enter text.</u>

**START PROGRAM SUPPORT SERVICES
SAMPLE MONTHLY INVOICE**

Invoice Date: _____ **Invoice Number:** _____

Contractor: _____

Contractor SSN/Taxpayer ID Number: _____

Invoice Period: From: _____ To: _____

Monthly Reimbursement:

Program Supportive Services (flat fee) \$ _____

Total Monthly Invoice Amount \$ _____

Financial Officer

Date Signed

TO BE COMPLETED BY COUNTY CONTRACT ADMINISTRATOR (CCA)

Specialized Focus 360/Specialized Training Programs

Contractor failed to meet minimum 10% placement:

Performance Penalty \$ _____

Total Due to Contractor \$ _____

CCA Signature

Date Signed

SAMPLE RECONCILIATION INVOICE

Invoice Date: _____ Invoice No: _____

Contractor Social Security or Taxpayer I.D. No: _____

Reconciliation Period:

From: _____ To: _____

Actual Costs (from Detail Attachments)

Program Supportive Services (Actual Costs)

LESS Invoice Amounts Received

TOTAL AMOUNT TO BE PAID

Contractor's Authorizing Name (print)

Contractor's Authorizing Signature

Date Signed

County's Approval Name (print)

County's Approval Signature

Date Signed

START PROGRAM CUSTOMIZED CORE, STT CLASS ATTENDANCE SHEET FOR PARTICIPANTS SERVED

MONTH OF (MONTH/YEAR)

SITE: _____

START PROGRAM - Attendance Sheet MM DD, YYYY - MM DD, YYYY						
Name	Case Number	Program	Start/End Date	Exit Date	Cohort Enrollment Final Disposition	Home Site
John Doe	B12345k	START	Sep 11, 2023 - Nov 17, 2023	2023-11-17	In Training	LACOE Downey
Jane Dowe	B45698l	GAIN Regular	Sep 11, 2023 - Nov 17, 2023	2023-10-02	Dropped	LACOE Downey
Evan Murray	U345689	START	Sep 11, 2023 - Nov 17, 2023	2023-11-13	Placed	LACOE Downey

VERIFICATION OF PARTICIPANT EMPLOYMENT
(FAX TO: ATTN: START WORKER)

Date: _____

START CASE INFORMATION

Participant Name: _____

Case No.: _____

Start Date: _____

START Site: _____

START Worker : _____

SERVICE PROVIDER INFORMATION

Provider Name: _____

Provider Address: _____

Phone: _____

Fax Number: _____

Prepared By: _____

VERIFIED EMPLOYMENT INFORMATION

Job Title: _____ Type of Business: _____

Employer: _____

Address: _____ City _____ Zip _____

Phone Number: _____

Prepared By: _____ Person Providing Information Job Title

Job Hire Date: _____

Job Start Date: _____

Total Number of Hours per Week: _____

Salary Wage: Hourly: _____ Weekly: _____ Monthly: _____

Is the Job: [] Temporary [] Permanent If Temporary, date the job ends: _____

Additional Comment(s): _____

Provider Signature

Date Verified Employment

Laptop/Tablet Equipment Inventory											
Participant Name	Participant Case Number	Participant Phone Number	Participant Address	Assigned Activity	Equipment Type	Model Number	Serial Number	Date Distributed	Expected Return Date	On Loan? Y/N	Issues
Doe, Jane	B12345K	562-755-4111	123 Any St. Los Angeles, CA 90001	CORE	Dell Laptop	Inspiron 15 3510	CMGBJK3	7/7/2023	8/7/2023	yes	reported as loss on 8/14/2023
					Dell Laptop	Inspiron 15 3510	6BNBJK3			No	
Ever, John	XYZ324	323-456-7894	456 Somewhere, AnyCity, CA 12345	STT	Dell Laptop	Inspiron 15 3510	9RZBJK3	2/2/2023	3/6/2023	yes	reported as loss on 4/2/23
					Dell Laptop	Inspiron 15 3510	JCBCJK3			No	
Going, Grey	QWERTU2	424-123-3456	11223 Alpha Ln., Omega, CA 78956	CORE	Dell Laptop	Inspiron 15 3510	77BCJK3	7/6/2023	8/7/2023	no	returned 8/11/2023
Hello, Mel	B988766	323-987-6541	700 S. Dpss Dr., Los Angeles, Ca 90044	CORE	Dell Laptop	Inspiron 15 3510	138BJK3	8/30/2023	10/2/2023	No	returned 10/3/2023
					Dell Laptop	Inspiron 15 3510	9DTBJK3			No	
					Dell Laptop	Inspiron 15 3510	JH19JK3			No	
					Dell Laptop	Inspiron 15 3510	69K1JK3			No	
Inna, Hurt	B11112z	323-654-1234	312 Subaru St., Los Angeles, CA 90001	HSE	Dell Laptop	Inspiron 15 3510	BJ19JK3	8/31/2023	10/2/2023	no	returned 9/28/23
					Dell Laptop	Inspiron 15 3510	30W8JK3			No	
					Dell Laptop	Inspiron 15 3510	6669JK3			No	
					Dell Laptop	Inspiron 15 3510	GKGBJK3			No	
					Dell Laptop	Inspiron 15 3510	H4Q6JK3			No	
*Equipment cost includes price for the unit, recycle fee, & tax								Number of laptops on loan		2	
								Number of laptops available		12	
								Total Inventory of Laptops		14	

EXHIBIT B - CONTRACTOR'S BUDGETS

FISCAL YEAR 2024-25

LINE ITEM BUDGET**PROJECT NAME:** GAIN JOB SERVICES PROGRAM**CONTRACTOR:** L.A. County Office of Education**CONTACT PERSON:** Neha Patel**CONTRACT PERIOD:** 7/01/2024 - 6/30/2027**TELEPHONE NUMBER:** (562) 922-8675**FISCAL YEAR:** 2024 - 2025**ADMINISTRATIVE COSTS:**

	Cost
<u>Salaries and Benefits for Administrative Staff:</u>	
Salaries (from Personnel Schedule)	(a) \$ 886,954
Fringe Benefits (from Personnel Schedule)	(b) 549,126
Personnel Subtotal (line a+b)	(c) \$ 1,436,080

ADMINISTRATIVE OPERATING COSTS

	Yearly Cost
Office Supplies	\$ 40,000
Non-Capitalized Equipment	34,000
Mileage	5,000
Travel/Conferences	7,000
Maintenance - Equipment	2,000
Copier	10,000
Micro Parts	5,000
Telephone	25,000
Insurance-Other	5,000
Contract Services - Food	20,000
Maintenance of Land & Building	55,000
Operations Supplies	10,000
Utilities	43,000
Operations Services	27,000
Security Services	30,000
Staff Services	124,000
Rent/Lease - Land & Building	288,000
Records Management	4,000
GPM (Accounting)	111,000
Operating Costs - Subtotal	(d) \$ 845,000

	Percentage	Yearly Cost
INDIRECT COSTS (List approved %)		
Indirect Cost - Subtotal	10.18% (e)	\$ 202,896

Total Administrative Cost (The sum of line c,d,e) (f) \$ 2,483,976

DIRECT SERVICES COSTS:

	Cost
Salaries and Benefits for Staff Providing Direct Services:	
Salaries (from Personnel Schedule)	(g) \$ 7,704,043
Fringe Benefits (from Personnel Schedule)	(h) 5,344,324
Personnel Subtotal (line g+h)	(i) \$ 13,048,367

DIRECT SERVICES OPERATING COSTS

	Yearly Cost
Office Supplies, Instructional Materials, Other Books	\$ 80,443
Other Services - Interpreters/Translators, Temporary Agency	50,000
Support Costs for Requested Classess	2,300,000
Contract Services - Language Line	2,000
Contract Services - Other	99,031
Non-Capitalized Equipment	306,000
Mileage	40,000
Telephone	100,000
Bulk Metered Postage	1,500
Travel/Conferences	7,000
Outside Conference Facilities	3,000
Maintenance - Equipment	5,000
Maintenance of Land & Building	205,000
Reprographics	20,000
Outside Printing	2,000
Copier	41,000
Micro Parts	8,000
Operations Supplies	30,000
Utilities	82,000
Operations Services	130,000
Security Services	550,000
Rent/Lease - Land & Building	2,260,000
Dues/Memberships	3,000
Operating Costs - Subtotal	(j) \$ 6,324,974
Sub-Contracted costs (from Direct Service Provider Budget)	
Subcontractor 1 - Clothes The Deal	125,000
Subcontractor 2 - 211	-
Sub-Contract Costs - Subtotal	(k) \$ 125,000

INDIRECT COSTS (List approved %)	Percentage	Yearly Cost	
Indirect Cost - Subtotal	10.18%	(l) \$ 1,744,683	Indirect for rental excluded from
Total Direct Services Costs (line i,j,k,l)	(m)	\$ 21,243,024	
Total Contract Cost (line f+m)	(n)	\$ 23,727,000	

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.
 (3) Indirect cost rate has been finalized for 2024-25 at 10.18%

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education

CONTACT PERSON:

Neha PatelCONTRACT PERIOD: 7/01/2024 - 6/30/2027

TELEPHONE NUMBER:

(562) 922-8675FISCAL YEAR: 2024 - 2025

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	8	\$ 11,845	78%	\$ 73,913	\$ 886,954
	Site Manager	8	\$ 10,136	75%	\$ 60,816	\$ 729,792
	Employment Coaches	76	\$ 7,504	90%	\$ 513,274	\$ 6,159,283
	Support Services Staff	11	\$ 6,860	90%	\$ 67,914	\$ 814,968
	*Administrative Staff					
Total Salaries:					\$ 715,916	\$ 8,590,997

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classified Administrator	Site Manager	Employment Coaches	Support Services	TOTAL
Health Plan (3)	\$ 20,108	\$ 20,108	\$ 19,529	\$ 19,529	\$ 79,274
Dental Plan (Included in Health Plan)					
Retirement	\$ 48,683	\$ 41,659	\$ 30,841	\$ 28,195	\$ 149,378
SUI	\$ 71	\$ 61	\$ 45	\$ 41	\$ 218
Social Security and/or Medicare	\$ 10,874	\$ 9,305	\$ 6,889	\$ 6,297	\$ 33,365
Worker's Compensation	\$ 7,477	\$ 6,398	\$ 4,737	\$ 4,330	\$ 22,941
OPEB (Post Employment)	\$ 789	\$ 746	\$ 679	\$ 663	\$ 2,876
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 88,000.93	\$ 78,276.04	\$ 62,719.64	\$ 59,055.02	\$ 288,051.63
% Time Allocation	624%	600%	6840%	990%	
Total Fringe Benefits (4):	\$ 549,126	\$ 469,656	\$ 4,290,023	\$ 584,645	\$ 5,893,450

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$120,443	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. The items are warehoused and inventoried for staff to service our clients.</p>
Non-capitalized Equipment	\$340,000	Please refer to EDP Schedule/Justification.
Mileage	\$45,000	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Travel/Conference	\$14,000	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Outside Conference Facilities	\$3,000	Funds are required to rent outside conference facilities on an as-needed basis when LACOE facilities are unavailable or unsuitable for conference needs.
Insurance-Other	\$5,000	Funds are required to cover auto insurance costs on GAIN vehicles required to make deliveries to support job club sites.
Maintenance-Equipment	\$7,000	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis.

Contract Budget Narrative

Line Item		Narrative/Justification.
Reprographics	\$20,000	Funds are required for printing and duplication of materials as needed by the LACOE Reprographics Units.
Telephone	\$125,000	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cell phone costs for select managers.
Bulk Metered Postage	\$1,500	Funds are required for postal or courier charges.
Outside Printing	\$2,000	Funds are required to print materials with an outside printing vendor when the LACOE Reprographics Unit cannot process the requested job. All jobs are coordinated and monitored by the LACOE Reprographics Supervisor.
Copier	\$51,000	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Micro Parts	\$13,000	Funds are used to purchase required parts.

Contract Budget Narrative

Line Item		Narrative/Justification.
Contract Services-Clothes the Deal	\$125,000	Funds are required for Clothes the Deal to facilitate the donation and collection of clothing for GAIN clients. CTD would establish clothing drives and work with large companies and retail stores targeting larger clothing. These funds would allow CTD to expand activities to increase number of items available for clients.
Contract Services - Language Line	\$2,000	Funds would be utilized as needed to hire translators or contract with Language Line to serve NE-NS speaking clients. Language Line is only used when no translators are available.
Other Services: Interpreters/Translators and Temporary Agency	\$50,000	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Contract Services - Other	\$99,031	LACOE does not have additional contracts at this time but may potentially use funds to contract for needed/required services in future
Contract Services-Food	\$20,000	Funds are required to contract for food services at events sponsored by LACOE GAIN or at the request of DPSS.
Support Costs for Requested Classes	\$2,300,000	Funds are requested to support and provide classes offered by LACOE staff and by educational/training providers which will lead to employment at the conclusion of these classes. Included here are short term trainings focusing on in-demand jobs. Classes would be coordinated through subcontractors and/or provided by LACOE and these classes MUST be approved in advance by DPSS. Agencies would only be reimbursed for actual costs. When possible, LACOE will provide CNA trainings utilizing LACOE staff and subcontractors. LACOE will also provide tutoring services utilizing LACOE staff and subcontractors to CalWORKs Teens ages 16-18 and CalWORKs children of any age where the parent is in Family Stabilization. LACOE will also provide boot camps and educational classes that prepare participants to enroll in training for in-demand occupations or obtain their high school diploma/equivalency diploma utilizing LACOE staff and subcontractors. Funds will also be used for motivational training for both County and Contractor staff with the purpose of increasing placements.
Building Operations	\$457,000	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE GAIN Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate.
Utilities	\$125,000	Funds are required to pay for utilities at all GAIN job club sites and at LACOE GAIN Headquarters.
Security Services	\$580,000	Funds are required for security services at all GAIN job club sites and LACOE GAIN Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure.

Contract Budget Narrative

Line Item		Narrative/Justification.
Staff Services	\$124,000	Funds are required for staff services performed by other LACOE divisions at GAIN job club sites in all regions and at LACOE GAIN Headquarters. Other divisions' personnel (including custodians at GAIN HQ in Downey, Facility Planners, etc.), perform services and actual documented salary costs are charged to this account.
Rent/Lease Building	\$2,548,000	Funds are required for rent/leases at GAIN job club sites and at LACOE GAIN Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, Santa Clarita, and Glendale. Amount estimated on prior year's expenditure.
Records Management	\$4,000	Funds are required for storage of class rosters, participant folders, and other data as required by the contract. Amount estimated on prior years' expenditure.
GPM (Accounting)	\$111,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$1,947,579	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The indirect rate to be charged for 2024-25 is 10.18%.
Dues/Memberships	\$3,000	Dues and Memberships for professional organizations. Through these memberships we promote our program and make employer connections. Professional organizations are as follows: <ol style="list-style-type: none"> 1. Antelope Valley Chamber of Commerce 2. Boyle Heights Chamber of Commerce 3. Burbank Chamber of Commerce 4. Carson Chamber of Commerce 5. Chatsworth Chamber of Commerce 6. Downey Chamber of Commerce 7. El Monte/South El Monte Chamber of Commerce 8. Gardena Valley Chamber 9. Glendale Chamber of Commerce 10. Lancaster Chamber of Commerce 11. Palmdale Chamber of Commerce 12. Pomona Chamber of Commerce 13. Santa Fe Springs Chamber of Commerce 14. South Gate Chamber of Commerce 15. The Commerce Industrial Council Chamber of Commerce 16. Universal City North Hollywood Chamber of Commerce 17. Valley Industry and Commerce Association

GAIN JOB SERVICES PROGRAM

Department or Agency Los Angeles County Office of Education
 Contact Person Neha Patel
 Phone No. (562) 922-8675

Fiscal Year: 2024 - 2025
 MOU Date: _____
 Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computers or Laptops	148	\$1,200	\$177,600
2	Laser Printer	4	\$600	\$2,400
3	Classroom/conference room interactive whiteboard	20	\$3,500	\$70,000
4	Network software infrastructure	6	\$1,500	\$9,000
5	Network switches	12	\$2,500	\$30,000
6	Network firewall	6	\$4,500	\$27,000
7	Network modem	6	\$500	\$3,000
8	Network fiber transceiver	6	\$500	\$3,000
9	Network wireless access points	6	\$3,000	\$18,000
				\$0
				\$0
				\$0
GRAND TOTAL				\$340,000

DPSS Review / Approval (circle one) :

Name: _____
 Division/Section _____

Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

Note:

The above prices are estimate only and subject to change.

GAIN JOB SERVICES PROGRAMFiscal Year: 2024 - 2025**EDP EQUIPMENT SCHEDULE****JUSTIFICATION**

LACOE GAIN strives to provide high quality job readiness services to GAIN participants in the most efficient and cost-effective way possible. Computers and printers will be used by participants to create high quality resumes and do internet job searches. Some computers/laptops will be used by staff to create required reports.

Our goal is to provide up-to-date working technology to all of our sites. The requested computers would be used to replace broken, out-dated equipment. Similarly, the other equipment requested would mainly be used as "replacement" equipment and would only be purchased on an as needed basis.

We will purchase some equipments to upgrade our classroom or conference room's equipments at various sites on as needed basis. The estimate is \$7,000 per site.

The current network speed and unstable connection at the sites are causing issues during classroom instructions. We plan to upgrade the existing network at the sites to improve the network's speed and performance. The estimate is \$15,000 per site including the purchase of software and hardware, such as modems, firewalls, switches, transceivers, wireless access points, etc.

Prepared by: Neha PatelPhone No. 562-922-8675

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME: GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATION
 CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025

 CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675
ADMINISTRATIVE COSTS:

	Cost
<u>Salaries and Benefits for Administrative Staff:</u>	
Salaries (from Personnel Schedule)	(a) \$ 79,881
Fringe Benefits (from Personnel Schedule)	(b) 48,199
Personnel Subtotal (line a+b)	(c) \$ 128,080

ADMINISTRATIVE OPERATING COSTS

	Yearly Cost
Office Supplies	\$ 11,315
Non-Capitalized Equipment	1,000
Mileage	1,000
Travel/Conferences	500
Maintenance - Equipment	500
Copier	500
Telephone	3,000
Maintenance of Land & Building	1,000
Operations Services	2,000
Security Services	3,000
Rent/Lease - Land & Building	107,000
GPM (Accounting)	20,000
Operating Costs - Subtotal	(d) \$ 150,815

	Percentage	Yearly Cost
INDIRECT COSTS (List approved %)		
Indirect Cost - Subtotal	10.18% (e)	\$ 17,499
Total Administrative Cost (The sum of line c,d,e) (f)		\$ 296,394

DIRECT SERVICES COSTS:

	Cost
<u>Salaries and Benefits for Staff Providing Direct Services:</u>	
Salaries (from Personnel Schedule)	(g) \$ 894,269
Fringe Benefits (from Personnel Schedule)	(h) 597,036
Personnel Subtotal (line g+h)	(i) \$ 1,491,305

DIRECT SERVICES OPERATING COSTS

	Yearly Cost
Office Supplies, Instructional Materials, Other Books	\$ 15,000
Mileage	1,586
Bulk Metered Postage	100
Reprographics	500
Copier	500
Operating Costs - Subtotal	(j) \$ 17,686

	Percentage	Yearly Cost
INDIRECT COSTS (List approved %)		
Indirect Cost - Subtotal	10.18% (l)	\$ 153,615

Total Direct Services Costs (line i,j,k,l) (m) **\$ 1,662,606**
Total Contract Cost (line f+m) (n) **\$ 1,959,000**
Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.
 (3) Indirect cost rate has been finalized for 2024-25 at 10.18%

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	3	\$ 13,287	16.7%	\$ 6,657	\$ 79,881
	Site Manager	7	\$ 10,223	20%	\$ 14,312	\$ 171,746
	Employment Coaches	7	\$ 8,395	100%	\$ 58,765	\$ 705,180
	Support Services Staff	1	\$ 7,226	20%	\$ 1,445	\$ 17,342
	*Administrative Staff					
Total Salaries:					\$ 81,179	\$ 974,150

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classified Administrator	Site Manager	Employment Coaches	Support Services Staff	TOTAL
Health Plan (3)	\$ 20,108	\$ 20,108	\$ 19,529	\$ 19,529	\$ 79,274
Dental Plan (Included in Health Plan)					
Retirement	\$ 54,610	\$ 42,017	\$ 34,503	\$ 29,699	\$ 160,828
SUI	\$ 80	\$ 61	\$ 50	\$ 43	\$ 235
Social Security and/or Medicare	\$ 12,197	\$ 9,385	\$ 7,707	\$ 6,633	\$ 35,922
Worker's Compensation	\$ 8,387	\$ 6,453	\$ 5,299	\$ 4,561	\$ 24,699
OPEB (Post Employment)	\$ 825	\$ 748	\$ 702	\$ 672	\$ 2,946
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 96,206	\$ 78,771	\$ 67,790	\$ 61,138	\$ 303,905
% Time Allocation	50%	140%	700%	20%	
Total Fringe Benefits (4):	\$ 48,199	\$ 110,280	\$ 474,528	\$ 12,228	\$ 645,235

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$26,315	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. The items are warehoused and inventoried for staff to service our clients.</p>
Non-capitalized Equipment	\$1,000	Please refer to EDP Schedule/Justification.
Mileage	\$2,586	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Travel/Conference	\$500	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Maintenance-Equipment	\$500	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis.
Reprographics	\$500	Funds are required for duplication of materials as needed by the LACOE Reprographics Units.
Telephone	\$3,000	<p>Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters.</p> <p>This amount also includes cellphone costs for select managers.</p>
Bulk Metered Postage	\$100	Funds are required for postal or courier charges.
Copier	\$1,000	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.

Contract Budget Narrative		
Line Item		Narrative/Justification.
Building Operations	\$3,000	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE GAIN Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate.
Security Services	\$3,000	Funds are required for security services at all GAIN job club sites and LACOE GAIN Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure.
Rent/Lease Building	\$107,000	Funds are required for rent/leases at GAIN job club sites and at LACOE GAIN Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, Santa Clarita, and Glendale. Amount estimated on prior year's expenditure.
GPM (Accounting)	\$20,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$171,114	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The indirect rate to be charged for 2024-25 is 10.18%.

GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATION

Department or Agency Los Angeles County Office of EducationFiscal Year: 2024 - 2025Contact Person Neha Patel

MOU Date: _____

Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer	1	\$1,000.00	\$1,000.00
GRAND TOTAL			\$1,000.00	

DPSS Review / Approval (circle one):

 Name: _____
 Division/Section _____

 Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATION

Fiscal Year: 2024 - 2025

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

LACOE GAIN strives to provide high quality job readiness services to GAIN participants in the most efficient and cost-effective way possible. Computer will be used by participants to create high quality resumes and do internet job searches.

Our goal is to provide up-to-date working technology to all of our sites. The requested computer would be used to replace broken or out-dated equipment. It will be purchased on as-needed basis.

Prepared by: Neha Patel
Phone No. 562-922-8675

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME:	<u>GAIN/REP VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES</u>		
CONTRACTOR:	<u>L.A. County Office of Education</u>	CONTACT PERSON:	<u>Neha Patel</u>
CONTRACT PERIOD:	<u>7/01/2024 - 6/30/2027</u>	TELEPHONE NUMBER:	<u>(562) 922-8675</u>
FISCAL YEAR:	<u>2024 - 2025</u>		

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
<u>Case Management/Administrative Staff:</u>	
Salaries	\$ 238,744
Fringe Benefits	154,560
Personnel Subtotal	\$ 393,304

OPERATING COSTS

	Annual Cost
Office and Other Supplies	\$ 25,726
Non-Capitalized Equipment	9,600
Mileage	9,500
Travel/Conferences	2,500
Reprographics	1,000
Telephone	2,500
Bulk Metered Postage	200
Copier	3,000
Contract Services - Other	25,000
Contract Services - Temp Agency	25,000
Telephone Service & Maintenance	4,000
Rent/Lease-Land & Building	80,000
GPM-Accounting Services	40,000
Operating Costs - Subtotal	\$ 228,026

INDIRECT COSTS (List all appropriate)

	Percentage	Annual Cost
Indirect Cost - Subtotal	10.18%	\$ 55,107
Subtotal Administrative Costs		\$ 676,437
Estimated Indirect Cost on Invoice Processing (Caseload Driven)		\$ 258,063
Total Administrative Costs		\$ 934,500

ESTIMATED DIRECT SERVICES COSTS (Caseload Driven):

DIRECT SERVICES

GAIN Vocational/Career Assessment	\$ 1,935,000
GAIN Learning Disability Evaluation	\$ 600,000
Total	\$ 2,535,000
Grand Total Contract Cost	\$ 3,469,500

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.
- (3) Indirect cost rate has been finalized for 2024-25 at 10.18%
- (4) GAIN Vocational/Career Assessment direct services cost is decreased \$70,000. However, REP CalWORKs Vocational Assessment direct services cost is

PERSONNEL SCHEDULE

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	\$ 15,328	2%	\$ 307	\$ 3,679
	Career Development Prog Manager	1	\$ 11,086	37%	\$ 4,102	\$ 49,222
	Admin Coordinator	1	\$ 11,333	4%	\$ 453	\$ 5,440
	Web Coordinator	1	\$ 11,419	45%	\$ 5,139	\$ 61,663
	Voc Assessment Monitoring Spec	1	\$ 9,071	82%	\$ 7,438	\$ 89,259
	Admin Assistant	1	\$ 7,226	32%	\$ 2,312	\$ 27,748
	Admin Assistant	1	\$ 7,226	2%	\$ 145	\$ 1,734
Total Salaries:					\$ 19,895	\$ 238,744

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	CAREER DEVELOPMENT PROG MANAGER	ADMIN COORDINATOR	WEB COORDINATOR	VOC ASSESS MONITORING SPEC	ADMIN ASSISTANT	ADMIN ASSISTANT	TOTAL
Health Plan (3)	\$ 20,108	\$ 20,108	\$ 20,108	\$ 20,108	\$ 19,529	\$ 19,529	\$ 19,529	\$ 139,019
Dental Plan (Included in Health Plan)								
Retirement	\$ 62,998	\$ 45,563	\$ 46,579	\$ 46,932	\$ 37,282	\$ 29,699	\$ 29,699	\$ 298,752
SUI	\$ 92	\$ 67	\$ 68	\$ 69	\$ 54	\$ 43	\$ 43	\$ 436
Social Security and/or Medicare	\$ 14,071	\$ 10,177	\$ 10,404	\$ 10,483	\$ 8,327	\$ 6,633	\$ 6,633	\$ 66,729
Worker's Compensation	\$ 9,675	\$ 6,997	\$ 7,153	\$ 7,208	\$ 5,726	\$ 4,561	\$ 4,561	\$ 45,881
OPEB (Post Employment)	\$ 876	\$ 769	\$ 776	\$ 778	\$ 719	\$ 672	\$ 672	\$ 5,262
Holidays								
Sick Leave								
Vacation								
Life Insurance								
Fringe Benefits per Classification								
Fringe Benefit Subtotal	\$ 107,821	\$ 83,682	\$ 85,087	\$ 85,577	\$ 71,636	\$ 61,138	\$ 61,138	\$ 556,079
% of Time Allocation by Classification	2%	37%	4%	45%	82%	32%	2%	
Total Fringe Benefits (4):	\$ 2,156	\$ 30,962	\$ 3,403	\$ 38,510	\$ 58,742	\$ 19,564	\$ 1,223	\$ 154,560

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item	Amount	Narrative/Justification
Office and Other Supplies	\$25,726	Funds are required to provide office supplies to contract staff located at LACOE Headquarters.
Non-Capitalized Equipment	\$9,600	See EDP Schedule and Justification
Mileage	\$9,500	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile. Amount includes costs for staff based in all regions as
Travel/Conferences	\$2,500	Funds are required to allow staff to attend and present at conferences and participate in professional development
Reprographics	\$1,000	Funds are required for duplication of materials as needed by the LACOE Reprographics Unit.
Telephone	\$2,500	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cellphone costs for select managers.
Bulk Metered Postage	\$200	Funds are required for postal or courier charges.
Copier	\$3,000	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Contract Services - Other	\$25,000	Contract Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, mental health expert to diagnose learning disabilities, consult, and conduct training for test instruments used for LD evaluations; and contractor to train assessors as needed, or to train new assessors in program procedures
Contract Services - Temp Agency	\$25,000	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE
Telephone Service & Maintenance	\$4,000	Funds are required to repair and maintain equipment such as telephone, computers, fax machines, or printers on an as-needed basis.
Rent/Lease Building	\$80,000	Funds are required for rent at LACOE Headquarters for contract staff and use of job club facilities for vocational
GPM - Accounting Services	\$40,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on
Indirect Costs	\$55,107	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The indirect rate to be charged for 2024-25 is 10.18%.
Indirect Costs on Invoice Processing (Caseload Driven)	\$258,063	Funds are required for indirect LACOE services such as Contracts, Purchasing, Accounts Payable, LACOE Management, etc. The indirect rate to be charged for 2024-25 is 10.18%.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN/REP VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: L.A. County Office of Education **CONTACT PERSON:** Neha Patel

CONTRACT PERIOD: 7/01/2024 - 6/30/2027 **TELEPHONE NUMBER:** (562) 922-8675

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	<u>GAIN Vocational/Career</u>			
2	<u>Assessment Complete</u>	<u>4,035</u>	<u>\$450.00</u>	<u>\$ 1,815,750</u>
3	<u>Partial</u>	<u>530</u>	<u>\$225.00</u>	<u>119,250</u>
4				
5	<u>GAIN Learning Disabilities</u>			
6	<u>Evaluations Complete</u>	<u>550</u>	<u>\$1,000.00</u>	<u>550,000</u>
7	<u>Partial</u>	<u>100</u>	<u>\$500.00</u>	<u>50,000</u>
8				
9				
10	<u>Total Direct Services Cost</u>			<u>\$ 2,535,000</u>
11				
12				
13	<u>Indirect cost on Assessment Payments (Caseload Driven) @10.18%</u>			<u>258,063</u>
				\$ 2,793,063

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

GAIN/REP VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

Department or Agency Los Angeles County Office of EducationFiscal Year: 2024 - 2025Contact Person Neha Patel

MOU Date: _____

Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer	8	\$1,200.00	\$9,600.00
GRAND TOTAL				\$9,600.00

DPSS Review / Approval (circle one):

 Name: _____
 Division/Section _____

 Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

<p>GAIN/REP VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES</p>
<p>Fiscal Year: <u>2024 - 2025</u></p>
<p>EDP EQUIPMENT SCHEDULE</p>
<p>JUSTIFICATION</p> <p>_____ Computers will used by contactor staff to perform the duties required by the contract _____ including monitoring, tracking, and creating reports. The requested computer would _____ be used to replace broken or out-dated equipment. It will be purchased on as-needed basis. _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____</p>
<p>Prepared by: <u>Neha Patel</u> Phone No. <u>562-922-8675</u></p>
<p>Use additional sheets as needed.</p>

LINE ITEM BUDGET

PROJECT NAME: START/CFET VOCATIONAL ASSESSMENTCONTRACTOR: L.A. County Office of EducationCONTACT PERSON: Neha PatelCONTRACT PERIOD: 7/01/2024 - 6/30/2027TELEPHONE NUMBER: (562) 922-8675FISCAL YEAR: 2024 - 2025

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries \$ 37,126

Fringe Benefits -

Personnel Subtotal \$ 37,126

OPERATING COSTS

Annual Cost

Office and Other Supplies \$ 2,147

Non-Capitalized Equipment 1,000

Mileage 500

Travel/Conferences 400

Reprographics 200

Telephone 600

Bulk Metered Postage 100

Copier 400

Contract Services - Other 3,155

Contract Services - Temp Agency 3,500

Telephone Service & Maintenance 400

Rent/Lease-Land & Building 9,000

GPM-Accounting Services 4,000

Operating Costs - Subtotal \$ 25,402

INDIRECT COSTS (List all appropriate)

Percentage

Annual Cost

Indirect Cost - Subtotal 10.18% \$ 5,449

Subtotal Administrative Costs \$ 67,977

Estimated Indirect Cost on Invoice Processing (Caseload Driven) \$ 15,270

Total Administrative Costs \$ 83,247

ESTIMATED DIRECT SERVICES COSTS (Caseload Driven):

DIRECT SERVICES

START Vocational/Career Assessment (Caseload Driven) \$ 150,000

Grand Total Contract Cost \$ 233,247

Footnotes:

(1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

(2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

(3) Indirect cost rate has been finalized for 2024-25 at 10.18%

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	15,328	1%	\$ 153.28	\$ 1,839
	Career Development Prog Manager	1	11,086	5%	554.30	6,652
	Admin Coordinator	1	11,333	1%	113.33	1,360
	Web Coordinator	1	11,419	5%	570.95	6,851
	Voc Assessment Monitoring Spec	1	9,071	10%	907.10	10,885
	Admin Assistant	1	7,226	10%	722.60	8,671
	Admin Assistant	1	7,226	1%	72.26	867
Total Salaries:					\$ 3,093.82	\$ 37,126

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	CAREER DEVELOPMENT PROG MANAGER	ADMIN COORDINATOR	WEB COORDINATOR	VOC ASSESS MONITORING SPEC	ADMIN ASSISTANT	ADMIN ASSISTANT	TOTAL
Health Plan (3)	\$ 20,108.00	\$ 20,108.00	\$ 20,108.00	\$ 20,108.00	\$ 19,529.00	\$ 19,529.00	\$ 19,529.00	\$ 139,019.00
Dental Plan (Included in Health Plan)								
Retirement	62,998.08	45,563.46	46,578.63	46,932.09	37,281.81	29,698.86	29,698.86	298,751.79
SUI	91.97	66.52	68.00	68.51	54.43	43.36	43.36	436.13
Social Security and/or Medicare	14,071.10	10,176.95	10,403.69	10,482.64	8,327.18	6,633.47	6,633.47	66,728.50
Worker's Compensation	9,675.03	6,997.48	7,153.39	7,207.67	5,725.62	4,561.05	4,561.05	45,881.30
OPEB (Post Employment)	876.34	\$769.44	775.67	777.83	718.66	672.17	672.17	\$5,262.28
Holidays								
Sick Leave								
Vacation								
Life Insurance								
Fringe Benefits per Classification								
Fringe Benefit Subtotal	\$ 107,820.53	\$ 83,681.85	\$ 85,087.38	\$ 85,576.75	\$ 71,636.69	\$ 61,137.90	\$ 61,137.90	\$ 556,079.00
% of Time Allocation by Classification	1%	5%	1%	5%	10%	10%	1%	
Total Fringe Benefits (4):	\$ 1,078	\$ 4,184	\$ 851	\$ 4,279	\$ 7,164	\$ 6,114	\$ 611	

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Line Item	Amount	Narrative/Justification
Office and Other Supplies	\$2,147	Funds are required to provide office supplies to contract staff located at LACOE Headquarters.
Non-Capitalized Equipment	\$1,000	See EDP Schedule and Justification
Mileage	\$500	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2023 LACOE rate is \$0.655 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration.
Travel/Conferences	\$400	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Reprographics	\$200	Funds are required for duplication of materials as needed by the LACOE Reprographics Unit.
Telephone	\$600	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cellphone costs for select managers.
Bulk Metered Postage	\$100	Funds are required for postal or courier charges.
Copier	\$400	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Contract Services - Other	\$3,155	Contract Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, mental health expert to diagnose learning disabilities, consult, and conduct training for test instruments used for LD evaluations; and contractor to train assessors as needed, or to train new assessors in program procedures after new RFP is awarded.
Contract Services - Temp Agency	\$3,500	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Telephone Service & Maintenance	\$400	Funds are required to repair and maintain equipment such as telephone, computers, fax machines, or printers on an as-needed basis.
Rent/Lease Building	\$9,000	Funds are required for rent at LACOE Headquarters for contract staff and use of job club facilities for vocational assessment.
GPM - Accounting Services	\$4,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Costs	\$5,449	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The indirect rate to be charged for 2024-25 is 10.18%.
Indirect Costs on Invoice Processing (Caseload Driven)	\$15,270	Funds are required for indirect LACOE services such as Contracts, Purchasing, Accounts Payable, LACOE Management, etc. The indirect rate to be charged for 2024-25 is 10.18%.

DIRECT SERVICE PROVIDER BUDGET**PROJECT NAME:** START/CFET VOCATIONAL ASSESSMENT**CONTRACTOR:** L.A. County Office of Education**CONTACT PERSON:** Neha Patel**CONTRACT PERIOD:** 7/01/2024 - 6/30/2027**TELEPHONE NUMBER:** (562) 922-8675**DIRECT SERVICES (1)**

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	<u>START/CFET Vocational/Career</u>			
2	<u>Assessment Complete</u>	<u>450</u>	<u>\$325.00</u>	<u>\$ 146,250</u>
3				
4	<u>START/CFET Vocational/Career</u>			
5	<u>Assessment Partial</u>	<u>23</u>	<u>\$162.50</u>	<u>3,750</u>
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18	Total Direct Services Cost			\$ 150,000
19				
20				
21	<u>Indirect on Assessment Payments (Caseload Driven) @10.18%</u>			<u>15,270</u>
				\$ 165,270

Footnote:

- Contractors are required to complete a budget narrative for each separate line item in their budget.
 (1) All figures and compilations must be clearly explained.

START/CFET VOCATIONAL ASSESSMENT

Department or Agency Los Angeles County Office of EducationFiscal Year: 2024 - 2025Contact Person Neha Patel

MOU Date: _____

Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer	1	\$1,000.00	\$1,000.00
GRAND TOTAL				\$1,000.00

DPSS Review / Approval (circle one):

 Name: _____
 Division/Section _____

 Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

START/CFET VOCATIONAL ASSESSMENT

Fiscal Year: 2024 - 2025

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Computer will used by contactor staff to perform the duties required by the contract including monitoring, tracking, and creating reports. The requested computer would be used to replace broken or out-dated equipment. It will be purchased on as-needed basis.

Prepared by: Neha Patel
Phone No. 562-922-8675

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME:	REFUGEE EMPLOYMENT PROGRAM - CALWORKS	
CONTRACTOR:	L.A. County Office of Education	CONTACT PERSON: Neha Patel
CONTRACT PERIOD:	7/01/2024 - 6/30/2027	TELEPHONE NO.: (562) 922-8675
FISCAL YEAR:	2024 - 2025	

ADMINISTRATIVE COSTS:

		Cost	
		Yearly Cost	
ADMINISTRATIVE OPERATING COSTS			
GPM (Accounting)			35,000
Operating Costs - Subtotal	(d)	\$	35,000
		Percentage	Yearly Cost
INDIRECT COSTS (List approved %)			
Indirect Cost - Subtotal	10.18% (e)	\$	3,563
Total Administrative Cost (The sum of line c,d,e)		(f)	\$ 38,563

DIRECT SERVICES COSTS:

		Cost	
<u>Salaries and Benefits for Staff Providing Direct Services:</u>			
Salaries (from Personnel Schedule)	(g)	\$	136,179
Fringe Benefits (from Personnel Schedule)	(h)		89,744
Personnel Subtotal (line g+h)	(i)	\$	225,923
DIRECT SERVICES OPERATING COSTS		Yearly Cost	
Office Supplies, Instructional Materials, Other Books		\$	10,419
Contract Services - Other			14,233
Mileage			2,500
Telephone			3,500
Operations Services			3,000
Security Services			7,105
Rent/Lease - Land & Building			75,609
Operating Costs - Subtotal	(j)	\$	116,366
		Percentage	Yearly Cost
INDIRECT COSTS (List approved %)			
Indirect Cost - Subtotal	10.18% (l)	\$	27,148
		Indirect for rental excluded from the base.	
Total Direct Services Costs (line i,j,k,l)	(m)	\$	369,437
Total Contract Cost (line f+m)	(n)	\$	408,000

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.
- (3) Indirect cost rate has been finalized for 2024-25 at 10.18%

Budget increase justification:

- (1) To cover the salary and benefits increase due to COLA.
- (2) Grant Project Management (Accounting) needs a higher budget due to the new invoice template, invoice itemization of administrative and direct services, budget modifications and monthly expense/budget justifications.
- (3) Higher costs of rent/lease building, security guards and services.

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	\$ 10,369	25%	\$ 2,592	\$ 31,107
	Employment Coaches	2	\$ 8,756	50%	\$ 8,756	\$ 105,072
Total Salaries:					11,348	\$ 136,179

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	SITE MANAGER	EMPLOYMENT COACHES	TOTAL
Health Plan (3)	\$ 20,108	\$ 19,529	\$ 39,637
Dental Plan (Included in Health Plan)			
Retirement	\$ 42,617	\$ 35,987	\$ 78,604
SUI	\$ 62	\$ 53	\$ 115
Social Security and/or Medicare	\$ 9,519	\$ 8,038	\$ 17,557
Worker's Compensation	\$ 6,545	\$ 5,527	\$ 12,072
OPEB (Post Employment)	\$ 751	\$ 711	\$ 1,462
Holidays			
Sick Leave			
Vacation			
Life Insurance			
Fringe Benefits per Classification			
Fringe Benefit Subtotal	\$ 79,602	\$ 69,844	\$ 149,446
% Time Allocation	25%	100%	
Total Fringe Benefits (4):	\$ 19,900	\$ 69,844	\$ 89,744

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$10,419	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. The items are warehoused and inventoried for staff to service our clients.</p>
Contract Services - Other	\$14,233	LACOE does not have additional contracts at this time but may potentially use funds to contract for needed/required services in future.
Mileage	\$2,500	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Telephone	\$3,500	<p>Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters.</p> <p>This amount also includes cell phone costs for select managers.</p>
Building Operations	\$3,000	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE GAIN Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate.
Security Services	\$7,105	Funds are required for security services at all GAIN job club sites and LACOE GAIN Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure.
Rent/Lease Building	\$75,609	<p>Funds are required for rent/leases at GAIN job club sites and at LACOE GAIN Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, Santa Clarita, and Glendale.</p> <p>Amount estimated on prior year's expenditure.</p>
GPM (Accounting)	\$35,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$30,711	<p>Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services.</p> <p>The indirect rate to be charged for 2024-25 is 10.18%.</p>

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - NON-CALWORKS

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Neha Patel

CONTRACT PERIOD: 7/01/2024 - 6/30/2027

TELEPHONE NUMBER: (562) 922-8675

FISCAL YEAR: 2024 - 2025

ADMINISTRATIVE COSTS:

ADMINISTRATIVE OPERATING COSTS

GPM (Accounting)

Yearly Cost

15,000

Operating Costs - Subtotal

(d) \$ **15,000**

INDIRECT COSTS (List approved %)

Percentage

Yearly Cost

Indirect Cost - Subtotal

10.18% (e) \$ **1,527**

Total Administrative Cost (The sum of line c,d,e) (f)

\$ **16,527**

DIRECT SERVICES COSTS:

Cost

Salaries and Benefits for Staff Providing Direct Services:

Salaries (from Personnel Schedule)

(g) \$ 16,729

Fringe Benefits (from Personnel Schedule)

(h) 10,964

Personnel Subtotal (line g+h)

(i) \$ **27,693**

DIRECT SERVICES OPERATING COSTS

Yearly Cost

Office Supplies, Instructional Materials, Other Books

\$ 2,779

Contract Services - Other

4,431

Mileage

2,000

Telephone

2,000

Operations Services

3,000

Security Services

3,000

Rent/Lease - Land & Building

25,000

Operating Costs - Subtotal

(j) \$ **42,210**

INDIRECT COSTS (List approved %)

Percentage

Yearly Cost

Indirect Cost - Subtotal

10.18% (l) \$ **4,571**

Indirect for rental
excluded from the
base.

Total Direct Services Costs (line i,j,k,l)

(m)

\$ **74,473**

Total Contract Cost (line f+m)

(n)

\$ **91,000**

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.
- (3) Indirect cost rate has been finalized for 2024-25 at 10.18%

Budget increase justification:

- (1) To cover the salary and benefits increase due to COLA.
- (2) Grant Project Management (Accounting) needs a higher budget due to the new invoice template, invoice itemization of administrative and direct services, budget modifications and monthly expense/budget justifications.
- (3) Higher costs of rent/lease building, security guards and services.

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	\$ 10,369	5%	\$ 518	\$ 6,221
	Employment Coaches	1	\$ 8,756	10%	\$ 876	\$ 10,507
Total Salaries:					1,394	\$ 16,729

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	SITE MANAGER	EMPLOYMENT COACHES	TOTAL
Health Plan (3)	\$ 20,108	\$ 19,529	\$ 39,637
Dental Plan (Included in Health Plan)			
Retirement	\$ 42,617	\$ 35,987	\$ 78,604
SUI	\$ 62	\$ 53	\$ 115
Social Security and/or Medicare	\$ 9,519	\$ 8,038	\$ 17,557
Worker's Compensation	\$ 6,545	\$ 5,527	\$ 12,072
OPEB (Post Employment)	\$ 751	\$ 711	\$ 1,462
Holidays			
Sick Leave			
Vacation			
Life Insurance			
Fringe Benefits per Classification			
Fringe Benefit Subtotal	\$ 79,602	\$ 69,844	\$ 149,446
% Time Allocation	5%	10%	
Total Fringe Benefits (4):	\$ 3,980	\$ 6,984	\$ 10,964

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$2,779	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. The items are warehoused and inventoried for staff to service our clients.</p>
Contract Services - Other	\$4,431	LACOE does not have additional contracts at this time but may potentially use funds to contract for needed/required services in future
Mileage	\$2,000	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Telephone	\$2,000	<p>Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters.</p> <p>This amount also includes cell phone costs for select managers.</p>
Building Operations	\$3,000	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE GAIN Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate.
Security Services	\$3,000	Funds are required for security services at all GAIN job club sites and LACOE GAIN Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure.
Rent/Lease Building	\$25,000	<p>Funds are required for rent/leases at GAIN job club sites and at LACOE GAIN Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, Santa Clarita, and Glendale.</p> <p>Amount estimated on prior year's expenditure.</p>
GPM (Accounting)	\$15,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$6,098	<p>Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services.</p> <p>The indirect rate to be charged for 2024-25 is 10.18%.</p>

LINE ITEM BUDGET

PROJECT NAME: START/CFETCONTRACTOR: L. A. CO. OFFICE OF EDUCATIONCONTACT PERSON: Neha PatelCONTRACT PERIOD: 7/01/2024 - 6/30/2027TELEPHONE NUMBER: (562) 922-8675FISCAL YEAR: 2024 - 2025**ADMINISTRATIVE COSTS:****Salaries and Benefits for Administrative Staff:**

Salaries (from Personnel Schedule)	(a)	\$	21,575
Fringe Benefits (from Personnel Schedule)	(b)		13,321

Personnel Subtotal (line a+b)	(c)	\$	34,896
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ADMINISTRATIVE OPERATING COSTS

	Yearly Cost
Office Supplies	\$ 2,500
Mileage	1,000
Copier	500
Telephone	3,000
Rent/Lease - Land & Building	4,800
GPM (Accounting)	25,000

Operating Costs - Subtotal	(d)	\$	36,800
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	Percentage	Yearly Cost
INDIRECT COSTS (List approved %)		
Indirect Cost - Subtotal	10.18%	(e) \$ 6,810

Total Administrative Cost (The sum of line c,d,e)	(f)	\$	78,506
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DIRECT SERVICES COSTS:**Salaries and Benefits for Staff Providing Direct Services:**

Salaries (from Personnel Schedule)	(g)	\$	322,264
Fringe Benefits (from Personnel Schedule)	(h)		216,186

Personnel Subtotal (line g+h)	(i)	\$	538,450
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DIRECT SERVICES OPERATING COSTS

	Yearly Cost
Office Supplies, Instructional Materials, Other Books	\$ 11,081
Support Cost of Office Class/Short Term Trainings	374,000
Non-Capitalized Equipment	12,000
Mileage	1,200
Reprographics	1,000
Copier	1,000
Rent/Lease - Land & Building	7,200

Operating Costs - Subtotal	(j)	\$	407,481
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	Percentage	Yearly Cost	
INDIRECT COSTS (List approved %)			
Indirect Cost - Subtotal*	10.18%	(l) \$ 95,563	Indirect for rental excluded from the base.

Total Direct Services Costs (line i,j,k,l)	(m)	\$	1,041,494
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Total Contract Cost (line f+m)	(n)	\$	1,120,000
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Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.
 (3) Indirect cost rate has been finalized for 2024-25 at 10.18%

PERSONNEL SCHEDULE

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025
 CONTRACT EXTENSION PERIOD: _____
 Section I

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director*	1	15,328	5%	766.40	\$ 9,197
	Admin Analyst*	1	9,503	5%	475.15	\$ 5,702
	Career Dev. Program Mgr.*	1	11,128	5%	556.40	\$ 6,677
	Career Dev. Program Supr.	3	10,412	16.7%	5,216.41	\$ 62,597
	Career Dev. Prog. Spec.	5	8,240	50%	20,600.00	\$ 247,200
	MicroComputer Support Tech II	1	8,156	5%	407.80	\$ 4,894
	Admin Assistant	1	7,226	5%	361.30	\$ 4,336
	Warehouse Worker	1	5,396	5%	269.80	\$ 3,238
	*Administrative Staff					
Total Salaries:					\$ 28,653.26	\$ 343,839

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	ADMIN ANALYST	CAREER DEV. PROG. MANAGER	CAREER DEV. PROG. SUPERVISOR	CAREER DEV. PROG. SPECIALIST	MICROCOMP SUPPORT TECH II	ADMIN ASSISTANT	WAREHOUSE WORKER	TOTAL ANNUAL COST
Health Plan (3)	\$ 20,108.07	\$ 20,108.07	\$ 20,108.07	\$ 20,108.07	\$ 19,528.80	\$ 19,528.80	\$ 19,528.80	\$ 19,528.80	\$ 158,547
Dental Plan (included in Health Plan)									
Retirement	\$ 62,998.08	\$ 39,057.33	\$ 45,736.08	\$ 42,793.32	\$ 33,866.40	\$ 33,521.16	\$ 29,698.86	\$ 22,177.56	\$ 309,849
SUI	91.97	57.02	66.77	62.47	49.44	48.94	43.36	32.38	452
Social Security and/or Medicare	14,071.10	8,723.75	10,215.50	9,558.22	7,564.32	7,487.21	6,633.47	4,953.53	69,207
Worker's Compensation	9,675.03	5,998.29	7,023.99	6,572.05	5,201.09	5,148.07	4,561.05	3,405.96	47,586
OPEB (Post-Employment)	\$876.34	\$729.55	\$770.50	\$752.46	\$697.72	\$695.61	\$672.17	\$626.05	\$5,820.39
Holidays									
Sick Leave									
Vacation									
Life Insurance									
Fringe Benefits per Classification									
Fringe Benefit Subtotal	\$ 107,820.60	\$ 74,674.02	\$ 83,920.92	\$ 79,846.59	\$ 66,907.77	\$ 66,429.78	\$ 61,137.70	\$ 50,724.27	\$ 591,462
% Time Allocation	5.0%	5.0%	5.0%	50%	250%	5%	5%	5%	
Total Fringe Benefits (4):	\$ 5,391	\$ 3,734	\$ 4,196	\$ 40,003	\$ 167,269	\$ 3,321	\$ 3,057	\$ 2,536	\$ 229,507

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$13,581	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to LACOE GAIN administration. The items are warehoused and inventoried for staff to service our clients.</p>
Non-capitalized Equipment	\$12,000	Please refer to EDP Schedule/Justification.
Mileage	\$2,200	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2023 LACOE rate is \$0.655 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Reprographics	\$1,000	Funds are required for duplication of materials as needed by the LACOE Reprographics Units.
Telephone	\$3,000	<p>Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters.</p> <p>This amount also includes cell phone costs for select managers.</p>
Copier	\$1,500	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.

Contract Budget Narrative		
Line Item		Narrative/Justification.
Support Costs for Requested Classes	\$374,000	Funds are requested to specifically support the non-traditional training classes offered to START clients. These classes include the Security Officers training, and other specialized trainings. These funds are used to reimburse school districts/community colleges/agencies for the expenses of classes that cannot be covered using their ADA. All training classes will be pre-approved by DPSS.
Rent/Lease Building	\$12,000	Funds are required for rent cost for program staff assigned to this contract. This includes staff who provide direct service and administration staff. Cost is based on prior years' expenditure for this program.
GPM (Accounting)	\$25,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$102,373	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The indirect rate to be charged for 2024-25 is 10.18%.

START/CFET SHORT TERM TRAINING AND LAPTOP LOAN PROGRAM

Department or Agency Los Angeles County Office of Education

Fiscal Year: 2024 - 2025

Contact Person Neha Patel

MOU Date: _____

Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computers or Laptops	10	\$1,200.00	\$12,000.00
GRAND TOTAL				\$12,000.00

DPSS Review / Approval (circle one):

Name: _____
 Division/Section _____

Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

START/CFET SHORT TERM TRAINING AND LAPTOP LOAN PROGRAM	
Fiscal Year: 2024 - 2025	
EDP EQUIPMENT SCHEDULE	
JUSTIFICATION	
<p>LACOE GAIN Division strives to provide high quality job readiness services to START participants in the most efficient and cost-effective way possible. Computers will be used by participants to create high quality resumes and do internet job searches. Some computers/laptops will be used by staff to create the required reports and essential functions.</p>	
<p>Our goal is to provide up-to-date working technology to all of our sites. The requested computers would be used to replace broken or out-dated equipment. It will be purchased on as-needed basis.</p>	
Prepared by: Neha Patel	
Phone No. 562-922-8675	
Use additional sheets as needed.	

PROJECT NAME:		GAIN/REP CALWORKS VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES	
CONTRACTOR:	<u>L.A. County Office of Education</u>	CONTACT PERSON:	<u>Neha Patel</u>
CONTRACT PERIOD:	<u>7/01/2024 - 6/30/2027</u>	TELEPHONE NUMBER:	<u>(562) 922-8675</u>
FISCAL YEAR:	<u>2024 - 2025</u>		
ADMINISTRATIVE COSTS:			
DIRECT COSTS			
Salaries & Benefits (See Personnel Schedule)		Total Cost	
<u>Case Management/Administrative Staff:</u>			
	Salaries	\$	16,431
	Fringe Benefits		10,823
	Personnel Subtotal	\$	27,254
OPERATING COSTS		Annual Cost	
	Office and Other Supplies	\$	905
	Mileage		475
	Travel/Conferences		125
	Reprographics		50
	Telephone		125
	Copier		150
	Contract Services - Other		1,069
	Contract Services - Temp Agency		1,000
	Telephone Service & Maintenance		200
	Rent/Lease-Land & Building		4,000
	GPM-Accounting Services		2,000
	Operating Costs - Subtotal	\$	10,099
INDIRECT COSTS (List all appropriate)		Percentage	Annual Cost
	Indirect Cost - Subtotal	10.18%	\$ 3,395
	Subtotal Administrative Costs		\$ 40,748
	Estimated Indirect Cost on Invoice Processing (Caseload Driven)		\$ 14,252
	Total Administrative Costs		\$ 55,000
ESTIMATED DIRECT SERVICES COSTS (Caseload Driven):			
DIRECT SERVICES			
	CW REP Vocational/Career Assessment & LD Evaluation		\$ 140,000
	Total		\$ 140,000
	Grand Total Contract Cost		\$ 195,000
Footnotes:			
(1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.			
(2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.			
(3) Indirect cost rate has been finalized for 2024-25 at 10.18%			

PERSONNEL SCHEDULE

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Career Development Prog Manager	1	\$ 11,086	5%	\$ 554	\$ 6,652
	Voc Assessment Monitoring Spec	1	\$ 9,071	5%	\$ 454	\$ 5,443
	Admin Assistant	1	\$ 7,226	5%	\$ 361	\$ 4,336
Total Salaries:					\$ 1,369	\$ 16,431

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CAREER DEVELOPMENT PROG MANAGER	VOC ASSESS MONITORING SPEC	ADMIN ASSISTANT	TOTAL
Health Plan (3)	\$ 20,108	\$ 19,529	\$ 19,529	\$ 59,166
Dental Plan (Included in Health Plan)				
Retirement	\$ 45,563	\$ 37,282	\$ 29,699	\$ 112,544
SUI	\$ 67	\$ 54	\$ 43	\$ 164
Social Security and/or Medicare	\$ 10,177	\$ 8,327	\$ 6,633	\$ 25,138
Worker's Compensation	\$ 6,997	\$ 5,726	\$ 4,561	\$ 17,284
OPEB (Post Employment)	\$ 769	\$ 719	\$ 672	\$ 2,160
Holidays				
Sick Leave				
Vacation				
Life Insurance				
Fringe Benefits per Classification				
Fringe Benefit Subtotal	\$ 83,682	\$ 71,636	\$ 61,138	\$ 216,456
% of Time Allocation by Classification	5%	5%	5%	
Total Fringe Benefits (4):	\$ 4,184	\$ 3,582	\$ 3,057	\$ 10,823

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item	Amount	Narrative/Justification
Office and Other Supplies	\$905	Funds are required to provide office supplies to contract staff located at LACOE Headquarters.
Mileage	\$475	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration.
Travel/Conferences	\$125	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Reprographics	\$50	Funds are required for duplication of materials as needed by the LACOE Reprographics Unit.
Telephone	\$125	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cellphone costs for select managers.
Copier	\$150	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Contract Services - Other	\$1,069	Contract Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, mental health expert to diagnose learning disabilities, consult, and conduct training for test instruments used for LD evaluations; and contractor to train assessors as needed, or to train new assessors in program procedures after new RFP is awarded.
Contract Services - Temp Agency	\$1,000	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Telephone Service & Maintenance	\$200	Funds are required to repair and maintain equipment such as telephone, computers, fax machines, or printers on an as-needed basis.
Rent/Lease Building	\$4,000	Funds are required for rent at LACOE Headquarters for contract staff and use of job club facilities for vocational assessment.
GPM - Accounting Services	\$2,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Costs	\$3,395	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The indirect rate to be charged for 2024-25 is 10.18%.
Indirect Costs on Invoice Processing (Caseload Driven)	\$14,252	Funds are required for indirect LACOE services such as Contracts, Purchasing, Accounts Payable, LACOE Management, etc. The indirect rate to be charged for 2024-25 is 10.18%.

DIRECT SERVICE PROVIDER BUDGET**PROJECT NAME:** GAIN/REP CALWORKS VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES**CONTRACTOR:** L.A. County Office of Education**CONTACT PERSON:** Neha Patel**CONTRACT PERIOD:** 7/01/2024 - 6/30/2027**TELEPHONE NUMBER:** (562) 922-8675**DIRECT SERVICES (1)**

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	CW REP Vocational Assessments			
2	(Complete/Partial) Complete	280	\$450.00	126,050
3	Partial	62	\$225.00	13,950
4				
5				
6				
7				
8				
9	Total Direct Services Cost			\$ 140,000
10				
11				
12	Indirect on Assessment Payments (Caseload Driven) @10.18%			14,252
				\$ 154,252

Footnote:

- (1) Contractors are required to complete a budget narrative for each separate line item in their budget.
All figures and compilations must be clearly explained.

LINE ITEM BUDGET

PROJECT NAME:	GAIN/REP NON-CALWORKS VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES		
CONTRACTOR:	L.A. County Office of Education	CONTACT PERSON:	Neha Patel
CONTRACT PERIOD:	7/01/2024 - 6/30/2027	TELEPHONE NUMBER:	(562) 922-8675
FISCAL YEAR:	2024 - 2025		
ADMINISTRATIVE COSTS:			
DIRECT COSTS			
Salaries & Benefits (See Personnel Schedule)		Total Cost	
<u>Case Management/Administrative Staff:</u>			
Salaries		\$	9,858
Fringe Benefits			6,493
Personnel Subtotal		\$	16,351
OPERATING COSTS			
		Annual Cost	
Office and Other Supplies		\$	477
Mileage			285
Travel/Conferences			75
Reprographics			30
Telephone			75
Copier			90
Contract Services - Other			641
Contract Services - Temp Agency			600
Telephone Service & Maintenance			120
Rent/Lease-Land & Building			2,400
GPM-Accounting Services			1,200
Operating Costs - Subtotal		\$	5,993
INDIRECT COSTS (List all appropriate)			
	Percentage	Annual Cost	
Indirect Cost - Subtotal	10.18%	\$	2,030
Subtotal Administrative Costs		\$	24,374
Estimated Indirect Cost on Invoice Processing (Caseload Driven)		\$	7,126
Total Administrative Costs		\$	31,500
ESTIMATED DIRECT SERVICES COSTS (Caseload Driven):			
DIRECT SERVICES			
RCA REP Vocational/Career Assessment		\$	70,000
	Total	\$	70,000
Grand Total Contract Cost		\$	101,500

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.
- (3) Indirect cost rate has been finalized for 2024-25 at 10.18%

PERSONNEL SCHEDULE

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 7/01/2024 - 6/30/2027
 FISCAL YEAR: 2024 - 2025

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Career Development Prog Manager	1	\$ 11,086	3%	\$ 333	\$ 3,991
	Voc Assessment Monitoring Spec	1	\$ 9,071	3%	\$ 272	\$ 3,266
	Admin Assistant	1	\$ 7,226	3%	\$ 217	\$ 2,601
Total Salaries:					\$ 821	\$ 9,858

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CAREER DEVELOPMENT PROG MANAGER	VOC ASSESS MONITORING SPEC	ADMIN ASSISTANT	TOTAL
Health Plan (3)	\$ 20,108	\$ 19,529	\$ 19,529	\$ 59,166
Dental Plan (Included in Health Plan)				
Retirement	\$ 45,563	\$ 37,282	\$ 29,699	\$ 112,544
SUI	\$ 67	\$ 54	\$ 43	\$ 164
Social Security and/or Medicare	\$ 10,177	\$ 8,327	\$ 6,633	\$ 25,138
Worker's Compensation	\$ 6,997	\$ 5,726	\$ 4,561	\$ 17,284
OPEB (Post Employment)	\$ 769	\$ 719	\$ 672	\$ 2,160
Holidays				
Sick Leave				
Vacation				
Life Insurance				
Fringe Benefits per Classification				
Fringe Benefit Subtotal	\$ 83,682	\$ 71,636	\$ 61,138	\$ 216,456
% of Time Allocation by Classification	3%	3%	3%	
Total Fringe Benefits (4):	\$ 2,510	\$ 2,149	\$ 1,834	\$ 6,493

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item	Amount	Narrative/Justification
Office and Other Supplies	\$477	Funds are required to provide office supplies to contract staff located at LACOE Headquarters.
Mileage	\$285	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile. Amount includes costs for staff based in all
Travel/Conferences	\$75	Funds are required to allow staff to attend and present at conferences and participate in professional development
Reprographics	\$30	Funds are required for duplication of materials as needed by the LACOE Reprographics Unit.
Telephone	\$75	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cellphone costs for select managers.
Copier	\$90	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Contract Services - Other	\$641	Contract Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, mental health expert to diagnose learning disabilities, consult, and conduct training for test instruments used for LD evaluations; and contractor to train assessors as needed, or to train new assessors in program procedures after new RFP is awarded.
Contract Services - Temp Agency	\$600	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Telephone Service & Maintenance	\$120	Funds are required to repair and maintain equipment such as telephone, computers, fax machines, or printers on an as-needed basis.
Rent/Lease Building	\$2,400	Funds are required for rent at LACOE Headquarters for contract staff and use of job club facilities for vocational
GPM - Accounting Services	\$1,200	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based
Indirect Costs	\$2,030	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The indirect rate to be charged for 2024-25 is 10.18%.
Indirect Costs on Invoice Processing (Caseload Driven)	\$7,126	Funds are required for indirect LACOE services such as Contracts, Purchasing, Accounts Payable, LACOE Management, etc. The indirect rate to be charged for 2024-25 is 10.18%.

DIRECT SERVICE PROVIDER BUDGET**PROJECT NAME:** GAIN/REP NON-CALWORKS VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES**CONTRACTOR:** L.A. County Office of Education**CONTACT PERSON:** Neha Patel**CONTRACT PERIOD:** 7/01/2024 - 6/30/2027**TELEPHONE NUMBER:** (562) 922-8675**DIRECT SERVICES (1)**

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	RCA REP Vocational Assessments			
2	Complete	140	\$450.00	62,962
3	Partial	31	\$225.00	7,038
4				
5				
6				
7				
8				
9	Total Direct Services Cost			\$ 70,000
10				
11				
12	Indirect on Assessment Payments (Caseload Driven) @10.18%			7,126
				\$ 77,126

Footnote:

- (1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

EXHIBIT B - CONTRACTOR'S BUDGETS

FISCAL YEAR 2025-26

LINE ITEM BUDGET			
PROJECT NAME: <u>GAIN JOB SERVICES PROGRAM</u>			
CONTRACTOR: <u>L.A. County Office of Education</u>		CONTACT PERSON: <u>Neha Patel</u>	
CONTRACT PERIOD: <u>07/01/2024 - 06/30/2027</u>		TELEPHONE NUMBER: <u>(562) 922-8675</u>	
FISCAL YEAR: <u>2025 - 2026</u>			
ADMINISTRATIVE COSTS:			
Salaries and Benefits for Administrative Staff:		Cost	
	Salaries (from Personnel Schedule)	(a) \$	927,898
	Fringe Benefits (from Personnel Schedule)	(b)	574,474
Personnel Subtotal (line a+b)		(c) \$	1,502,372
ADMINISTRATIVE OPERATING COSTS		Yearly Cost	
Office Supplies		\$	50,000
Non-Capitalized Equipment			34,000
Mileage			5,500
Travel/Conferences			7,000
Maintenance - Equipment			2,000
Copier			10,000
Micro Parts			5,000
Telephone			26,000
Insurance-Other			5,000
Contract Services - Food			25,000
Maintenance of Land & Building			95,000
Operations Supplies			10,000
Utilities			43,000
Operations Services			27,000
Security Services			40,000
Staff Services			126,000
Rent/Lease - Land & Building			296,000
Records Management			4,000
GPM (Accounting)			114,500
Operating Costs - Subtotal		(d) \$	925,000
INDIRECT COSTS (List approved %)		Percentage	Yearly Cost
Indirect Cost - Subtotal*		11.68% (e)	\$ 248,944
Total Administrative Cost (The sum of line c,d,e)		(f)	\$ 2,676,316
DIRECT SERVICES COSTS:			
Salaries and Benefits for Staff Providing Direct Services:		Cost	
	Salaries (from Personnel Schedule)	(g) \$	7,858,055
	Fringe Benefits (from Personnel Schedule)	(h)	5,451,177
Personnel Subtotal (line g+h)		(i) \$	13,309,232
DIRECT SERVICES OPERATING COSTS		Yearly Cost	
Office Supplies, Instructional Materials, Other Books		\$	88,068
Other Services - Interpreters/Translators, Temporary Agency			50,000
Support Costs for Requested Classes			2,300,000
Contract Services - Language Line			2,000
Contract Services - Other			99,031
Non-Capitalized Equipment			179,600
Mileage			41,000
Telephone			103,000
Bulk Metered Postage			1,500
Travel/Conferences			7,000
Outside Conference Facilities			3,000
Maintenance - Equipment			5,000
Maintenance of Land & Building			300,000
Reprographics			20,000
Outside Printing			2,000
Copier			41,000
Micro Parts			8,000
Operations Supplies			30,000
Utilities			82,000
Operations Services			130,000
Security Services			570,000
Rent/Lease - Land & Building			2,330,000
Dues/Memberships			3,000
Operating Costs - Subtotal		(j) \$	6,395,199
Sub-Contracted costs (from Direct Service Provider Budget)			
Subcontractor 1 - Clothes The Deal			125,000
Sub-Contract Costs - Subtotal		(k) \$	125,000
INDIRECT COSTS (List approved %)		Percentage	Yearly Cost
Indirect Cost - Subtotal*		11.68% (l)	\$ 2,032,254
			Indirect for rental excluded from the base.
Total Direct Services Costs (line i,j,k,l)		(m)	\$ 21,861,685
Total Contract Cost (line f+m)		(n)	\$ 24,538,000
Note:			
(1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.			
(2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.			
(3) Indirect cost rate is estimated--the approval letter will be provided when the rate is finalized.			

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 07/01/2024 - 06/30/2027
 FISCAL YEAR: 2025 - 2026

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	8	\$ 12,082	80%	\$ 77,325	\$ 927,898
	Site Manager	8	\$ 10,339	75%	\$ 62,034	\$ 744,408
	Employment Coaches	76	\$ 7,654	90%	\$ 523,534	\$ 6,282,403
	Support Services Staff	11	\$ 6,997	90%	\$ 69,270	\$ 831,244
	*Administrative Staff					
Total Salaries:					732,162.70	\$ 8,785,952

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CLASSIFIED ADMINISTRATOR	SITE MANAGER	EMPLOYMENT COACHES	SUPPORTIVE SERVICES STAFF	TOTAL
Health Plan (3)	\$ 20,510	\$ 20,510	\$ 19,919	\$ 19,919	\$ 80,859
Dental Plan (Included in Health Plan)					
Retirement	\$ 49,657	\$ 42,493	\$ 31,458	\$ 28,758	\$ 152,366
SUI	\$ 72	\$ 62	\$ 46	\$ 42	\$ 222
Social Security and/or Medicare	\$ 11,091	\$ 9,491	\$ 7,026	\$ 6,423	\$ 34,032
Worker's Compensation	\$ 7,626	\$ 6,526	\$ 4,831	\$ 4,417	\$ 23,400
OPEB (Post Employment)	\$ 804	\$ 760	\$ 693	\$ 676	\$ 2,934
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 89,762	\$ 79,843	\$ 63,974	\$ 60,235	\$ 293,813
% Time Allocation	640%	600%	6840%	990%	
Total Fringe Benefits (4):	\$ 574,474	\$ 479,059	\$ 4,375,792	\$ 596,326	\$ 6,025,651

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$138,068	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. The items are warehoused and inventoried for staff to service our clients.</p>
Non-capitalized Equipment	\$213,600	Please refer to EDP Schedule/Justification.
Mileage	\$46,500	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Travel/Conference	\$14,000	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Outside Conference Facilities	\$3,000	Funds are required to rent outside conference facilities on an as-needed basis when LACOE facilities are unavailable or unsuitable for conference needs.
Insurance-Other	\$5,000	Funds are required to cover auto insurance costs on GAIN vehicles required to make deliveries to support job club sites.
Maintenance-Equipment	\$7,000	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis.

Contract Budget Narrative		
Line Item		Narrative/Justification.
Reprographics	\$20,000	Funds are required for printing and duplication of materials as needed by the LACOE Reprographics Units.
Telephone	\$129,000	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cell phone costs for select managers.
Bulk Metered Postage	\$1,500	Funds are required for postal or courier charges.
Outside Printing	\$2,000	Funds are required to print materials with an outside printing vendor when the LACOE Reprographics Unit cannot process the requested job. All jobs are coordinated and monitored by the LACOE Reprographics Supervisor.
Copier	\$51,000	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Micro Parts	\$13,000	Funds are used to purchase required parts.

Contract Budget Narrative		
Line Item		Narrative/Justification.
Contract Services-Clothes the Deal	\$125,000	Funds are required for Clothes the Deal to facilitate the donation and collection of clothing for GAIN clients. CTD would establish clothing drives and work with large companies and retail stores targeting larger clothing. These funds would allow CTD to expand activities to increase number of items available for clients.
Contract Services - Language Line	\$2,000	Funds would be utilized as needed to hire translators or contract with Language Line to serve NE-NS speaking clients. Language Line is only used when no translators are available.
Other Services: Interpreters/Translators and Temporary Agency	\$50,000	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Contract Services - Other	\$99,031	LACOE does not have additional contracts at this time but may potentially use funds to contract for needed/required services in future
Contract Services-Food	\$25,000	Funds are required to contract for food services at events sponsored by LACOE GAIN or at the request of DPSS.
Support Costs for Requested Classes	\$2,300,000	Funds are requested to support and provide classes offered by LA and by educational/training providers which will lead to employment conclusion of these classes. Included here are short term trainings focusing on in-demand jobs. Classes would be coordinated through subcontractors and/or provided by LACOE and these classes MUST be approved in advance by DPSS. Agencies would only be reimbursed for actual costs. When possible, LACOE will provide CNA trainings utilizing LACOE staff and subcontractors. LACOE will also provide tutoring services utilizing LACOE staff and subcontractors to CalWORKs Teens ages 16-18 and CalWORKs children of any age where the parent is in Family Stabilization. LACOE will also provide boot camps and educational classes that prepare participants to enroll in training for in-demand occupations or obtain their high school diploma/equivalency diploma utilizing LACOE staff and subcontractors. Funds will also be used for motivational training for both County and Contractor staff with the purpose of increasing placements.
Building Operations	\$592,000	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE GAIN Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate.
Utilities	\$125,000	Funds are required to pay for utilities at all GAIN job club sites and at LACOE GAIN Headquarters.
Security Services	\$610,000	Funds are required for security services at all GAIN job club sites and LACOE GAIN Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure.

Contract Budget Narrative		
Line Item		Narrative/Justification.
Staff Services	\$126,000	Funds are required for staff services performed by other LACOE divisions at GAIN job club sites in all regions and at LACOE GAIN Headquarters. Other divisions' personnel (including custodians at GAIN HQ in Downey, Facility Planners, etc.), perform services and actual documented salary costs are charged to this account.
Rent/Lease Building	\$2,626,000	Funds are required for rent/leases at GAIN job club sites and at LACOE GAIN Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, Santa Clarita, and Glendale. Amount estimated on prior year's expenditure.
Records Management	\$4,000	Funds are required for storage of class rosters, participant folders, and other data as required by the contract. Amount estimated on prior years' expenditure.
GPM (Accounting)	\$114,500	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$2,281,198	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.
Dues/Memberships	\$3,000	Dues and Memberships for professional organizations. Through these memberships we promote our program and make employer connections. Professional organizations are as follows: <ol style="list-style-type: none"> 1. Antelope Valley Chamber of Commerce 2. Boyle Heights Chamber of Commerce 3. Burbank Chamber of Commerce 4. Carson Chamber of Commerce 5. Chatsworth Chamber of Commerce 6. Downey Chamber of Commerce 7. El Monte/South El Monte Chamber of Commerce 8. Gardena Valley Chamber 9. Glendale Chamber of Commerce 10. Lancaster Chamber of Commerce 11. Palmdale Chamber of Commerce 12. Pomona Chamber of Commerce 13. Santa Fe Springs Chamber of Commerce 14. South Gate Chamber of Commerce 15. The Commerce Industrial Council Chamber of Commerce 16. Universal City North Hollywood Chamber of Commerce 17. Valley Industry and Commerce Association

GAIN JOB SERVICES PROGRAM

Department or Agency Los Angeles County Office of EducationFiscal Year: 2025 - 2026Contact Person Neha Patel

MOU Date: _____

Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computers or Laptops	126	\$1,200	\$151,200
2	Laser Printer	4	\$600	\$2,400
3	Network software infrastructure	4	\$1,500	\$6,000
4	Network switches	8	\$2,500	\$20,000
5	Network firewall	4	\$4,500	\$18,000
6	Network modem	4	\$500	\$2,000
7	Network fiber transceiver	4	\$500	\$2,000
8	Network wireless access points	4	\$3,000	\$12,000
			GRAND TOTAL	\$213,600

DPSS Review / Approval *(circle one)*:

 Name: _____
 Division/Section _____

 Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

GAIN JOB SERVICES PROGRAM

Fiscal Year: 2025 - 2026

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

LACOE GAIN strives to provide high quality job readiness services to GAIN participants in the most efficient and cost-effective way possible. Computers and printers will be used by participants to create high quality resumes and do internet job searches. Some computers/laptops will be used by staff to create required reports.

Our goal is to provide up-to-date working technology to all of our sites. The requested computers would be used to replace broken, out-dated equipment. Similarly, the other equipment requested would mainly be used as "replacement" equipment and would only be purchased on an as-needed basis.

The current network speed and unstable connection at the sites are causing issues during classroom instructions. We plan to upgrade the existing network at the sites to improve the network's speed and performance. The estimate is \$15,000 per site including the purchase of software and hardware, such as modems, firewalls, switches, transceivers, wireless access points, etc.

Prepared by: Neha Patel
Phone No. 562-922-8675

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME: GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATIONCONTRACTOR: L.A. County Office of EducationCONTACT PERSON: Neha PatelCONTRACT PERIOD: 07/01/2024 - 06/30/2027TELEPHONE NUMBER: (562) 922-8675FISCAL YEAR: 2025 - 2026**ADMINISTRATIVE COSTS:**

		Cost
Salaries and Benefits for Administrative Staff:		
	Salaries (from Personnel Schedule)	(a) \$ 63,428
	Fringe Benefits (from Personnel Schedule)	(b) 38,272
Personnel Subtotal (line a+b)		(c) \$ 101,700
ADMINISTRATIVE OPERATING COSTS		
		Yearly Cost
Office Supplies		\$ 12,604
Non-Capitalized Equipment		2,000
Mileage		1,500
Travel/Conferences		1,000
Maintenance - Equipment		1,000
Copier		1,000
Telephone		4,000
Maintenance of Land & Building		2,000
Operations Services		3,000
Security Services		3,000
Rent/Lease - Land & Building		110,000
GPM (Accounting)		21,000
Operating Costs - Subtotal		(d) \$ 162,104
INDIRECT COSTS (List approved %)		
	Percentage	Yearly Cost
Indirect Cost - Subtotal*		11.68% (e) \$ 17,964
Total Administrative Cost (The sum of line c,d,e)		(f) \$ 281,768

DIRECT SERVICES COSTS:

		Cost
Salaries and Benefits for Staff Providing Direct Services:		
	Salaries (from Personnel Schedule)	(g) \$ 912,072
	Fringe Benefits (from Personnel Schedule)	(h) 608,937
Personnel Subtotal (line g+h)		(i) \$ 1,521,009
DIRECT SERVICES OPERATING COSTS		
		Yearly Cost
Office Supplies, Instructional Materials, Other Books		\$ 15,713
Mileage		2,000
Bulk Metered Postage		100
Reprographics		500
Copier		1,000
Operating Costs - Subtotal		(j) \$ 19,313
INDIRECT COSTS (List approved %)		
	Percentage	Yearly Cost
Indirect Cost - Subtotal*		11.68% (l) \$ 179,910
Total Direct Services Costs (line i,j,k,l)		(m) \$ 1,720,232
Total Contract Cost (line f+m)		(n) \$ 2,002,000

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.
 (3) Indirect cost rate is estimated--the approval letter will be provided when the rate is finalized.

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 07/01/2024 - 06/30/2027
 FISCAL YEAR: 2025 - 2026

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Classified Administrator*	3	13,553	13%	5,285.67	\$ 63,428
	Site Manager	7	10,427	20%	14,597.80	\$ 175,174
	Employment Coaches	7	8,562	100%	59,934.00	\$ 719,208
	Support Services Staff	1	7,371	20%	1,474.20	\$ 17,690
	Clerical Limited Term				0	0
	*Administrative Staff					
Total Salaries:					81,291.67	\$ 975,500

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CLASSIFIED ADMINISTRATOR	SITE MANAGER	EMPLOYMENT COACHES	SUPPORTIVE SERVICES STAFF	TOTAL
Health Plan (3)	\$ 20,510	\$ 20,510	\$ 19,919	\$ 19,919	\$ 80,859
Dental Plan (Included in Health Plan)					
Retirement	\$ 55,703	\$ 42,855	\$ 35,190	\$ 30,295	\$ 164,042
SUI	\$ 81	\$ 63	\$ 51	\$ 44	\$ 239
Social Security and/or Medicare	\$ 12,442	\$ 9,572	\$ 7,860	\$ 6,767	\$ 36,640
Worker's Compensation	\$ 8,555	\$ 6,582	\$ 5,404	\$ 4,653	\$ 25,193
OPEB (Post Employment)	\$ 841	\$ 763	\$ 716	\$ 686	\$ 3,005
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 98,132	\$ 80,344	\$ 69,140	\$ 62,363	\$ 309,980
% Time Allocation	39%	140%	700%	20%	
Total Fringe Benefits (4):	\$ 38,272	\$ 112,481	\$ 483,983	\$ 12,473	\$ 647,209

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$28,317	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. The items are warehoused and inventoried for staff to service our clients.</p>
Non-capitalized Equipment	\$2,000	Please refer to EDP Schedule/Justification.
Mileage	\$3,500	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Travel/Conference	\$1,000	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Maintenance-Equipment	\$1,000	Funds are required to repair equipment such as computers, fax machines, or printers on an as-needed basis.
Reprographics	\$500	Funds are required for duplication of materials as needed by the LACOE Reprographics Units.
Telephone	\$4,000	<p>Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters.</p> <p>This amount also includes cellphone costs for select managers.</p>
Bulk Metered Postage	\$100	Funds are required for postal or courier charges.
Copier	\$2,000	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.

Contract Budget Narrative		
Line Item		Narrative/Justification.
Building Operations	\$5,000	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE GAIN Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate.
Security Services	\$3,000	Funds are required for security services at all GAIN job club sites and LACOE GAIN Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure.
Rent/Lease Building	\$110,000	Funds are required for rent/leases at GAIN job club sites and at LACOE GAIN Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, Santa Clarita, and Glendale. Amount estimated on prior year's expenditure.
GPM (Accounting)	\$21,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$197,874	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The estimate indirect cost rate for 2025-26 is 11.68%—LACOE will provide the approval letter when the rate is finalized.

GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATIONDepartment or Agency Los Angeles County Office of EducationFiscal Year: 2025 - 2026Contact Person Neha Patel

MOU Date: _____

Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer	2	\$1,000	\$2,000
GRAND TOTAL			\$2,000	

DPSS Review / Approval *(circle one):*
 Name: _____
 Division/Section _____

 Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

GAIN JOB READINESS & CAREER PLANNING SERVICES - ORIENTATIONFiscal Year: 2025 - 2026**EDP EQUIPMENT SCHEDULE****JUSTIFICATION**

LACOE GAIN strives to provide high quality job readiness services to GAIN participants in
the most efficient and cost-effective way possible. Computers will be used by participants
to create high quality resumes and do internet job searches.

Our goal is to provide up-to-date working technology to all of our sites. The requested computers would
be used to replace broken or out-dated equipment. It will be purchased on as-needed basis.

Prepared by: Neha Patel
Phone No. 562-922-8675

Use additional sheets as needed.

LINE ITEM BUDGET			
PROJECT NAME:	GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES		
CONTRACTOR:	L.A. County Office of Education	CONTACT PERSON:	Neha Patel
CONTRACT PERIOD:	07/01/2024 - 06/30/2027	TELEPHONE NUMBER:	(562) 922-8675
FISCAL YEAR:	2025 - 2026		
ADMINISTRATIVE COSTS:			
DIRECT COSTS			
Salaries & Benefits (See Personnel Schedule)			Total Cost
<u>Case Management/Administrative Staff:</u>			
Salaries			\$ 243,516
Fringe Benefits			157,655
Personnel Subtotal			\$ 401,171
OPERATING COSTS			Annual Cost
Office and Other Supplies			\$ 30,376
Non-Capitalized Equipment			6,000
Mileage			3,220
Travel/Conferences			2,300
Reprographics			920
Telephone			2,760
Bulk Metered Postage			200
Copier			2,760
Contract Services - Other			15,000
Contract Services - Temp Agency			15,000
Telephone Service & Maintenance			3,680
Rent/Lease-Land & Building			75,440
GPM-Accounting Services			37,720
Operating Costs - Subtotal			\$ 195,376
INDIRECT COSTS (List all appropriate)			
		Percentage	Annual Cost
Indirect Cost - Subtotal*		11.68%	\$ 60,865
Subtotal Administrative Costs			\$ 657,412
Estimated Indirect Cost on Invoice Processing (Caseload Driven)			\$ 296,088
Total Administrative Costs			\$ 953,500
ESTIMATED DIRECT SERVICES COSTS (Caseload Driven):			
DIRECT SERVICES			
GAIN Vocational/Career Assessment			\$ 1,935,000
GAIN Learning Disability Evaluation			\$ 600,000
Total			\$ 2,535,000
Grand Total Contract Cost			\$ 3,488,500
Footnotes:			
(1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.			
(2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.			
(3) Indirect cost rate is estimated--the approval letter will be provided when the rate is finalized.			
(4) GAIN Vocational/Career Assessment direct services cost is decreased by \$70,000. However, REP CalWORKs Vocational Assessment direct services cost is increased by \$70,000 based on FY 23-24 actuals. The overall direct services budget remains the same.			

PERSONNEL SCHEDULE

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 07/01/2024 - 06/30/2027
 FISCAL YEAR: 2025 - 2026

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	15,635	2%	\$ 313	\$ 3,756
	Career Development Prog Manager	1	11,308	37%	\$ 4,184	\$ 50,208
	Admin Coordinator	1	11,560	4%	\$ 462	\$ 5,544
	Web Coordinator	1	11,647	45%	\$ 5,241	\$ 62,892
	Voc Assessment Monitoring Spec	1	9,253	82%	\$ 7,587	\$ 91,044
	Admin Assistant	1	7,371	32%	\$ 2,359	\$ 28,308
	Admin Assistant	1	7,371	2%	\$ 147	\$ 1,764
Total Salaries:					\$ 20,293	\$ 243,516

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	CAREER DEVELOPMENT PROG MANAGER	ADMIN. COORDINATOR	WEB COORDINATOR	VOC ASSESS MONITORING SPEC	ADMIN ASSISTANT	ADMIN ASSISTANT	TOTAL
Health Plan (3)	\$ 20,510	\$ 20,510	\$ 20,510	\$ 20,510	\$ 19,919	\$ 19,919	\$ 19,919	\$ 141,799
Dental Plan (Included in Health Plan)								
Retirement	\$ 64,260	\$ 46,476	\$ 47,512	\$ 47,869	\$ 38,030	\$ 30,295	\$ 30,295	\$ 304,736
SUI	\$ 94	\$ 68	\$ 69	\$ 70	\$ 56	\$ 44	\$ 44	\$ 445
Social Security and/or Medicare	\$ 14,353	\$ 10,381	\$ 10,612	\$ 10,692	\$ 8,494	\$ 6,767	\$ 6,767	\$ 68,065
Worker's Compensation	\$ 9,869	\$ 7,138	\$ 7,297	\$ 7,352	\$ 5,840	\$ 4,653	\$ 4,653	\$ 46,800
OPEB (Post Employment)	\$ 894	\$ 785	\$ 791	\$ 793	\$ 733	\$ 686	\$ 686	\$ 5,368
Holidays								
Sick Leave								
Vacation								
Life Insurance								
Fringe Benefits per Classification								
Fringe Benefit Subtotal	\$ 109,980	\$ 85,357	\$ 86,791	\$ 87,286	\$ 73,073	\$ 62,363	\$ 62,363	\$ 567,213
% of Time Allocation by Classification	2%	37%	4%	45%	82%	32%	2%	
Total Fringe Benefits (4):	\$ 2,200	\$ 31,582	\$ 3,472	\$ 39,279	\$ 59,919	\$ 19,956	\$ 1,247	\$ 157,655

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification
Office and Other Supplies	\$30,376	Funds are required to provide office supplies to contract staff located at LACOE Headquarters.
Non-Capitalized Equipment	\$6,000	See EDP Schedule and Justification
Mileage	\$3,220	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration.
Travel/Conferences	\$2,300	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Reprographics	\$920	Funds are required for duplication of materials as needed by the LACOE Reprographics Unit.
Telephone	\$2,760	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cellphone costs for select managers.
Bulk Metered Postage	\$200	Funds are required for postal or courier charges.
Copier	\$2,760	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Contract Services - Other	\$15,000	Contract Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, mental health expert to diagnose learning disabilities, consult, and conduct training for test instruments used for LD evaluations; and contractor to train assessors as needed, or to train new assessors in program procedures after new RFP is awarded.
Contract Services - Temp Agency	\$15,000	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Telephone Service & Maintenance	\$3,680	Funds are required to repair and maintain equipment such as telephone, computers, fax machines, or printers on an as-needed basis.
Rent/Lease Building	\$75,440	Funds are required for rent at LACOE Headquarters for contract staff and use of job club facilities for vocational assessment.
GPM - Accounting Services	\$37,720	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Costs	\$356,953	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.
Indirect Costs on Invoice Processing (Caseload Driven)	\$296,088	Funds are required for indirect LACOE services such as Contracts, Purchasing, Accounts Payable, LACOE Management, etc. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON:

Neha Patel

CONTRACT PERIOD: 07/01/2024 - 06/30/2027

TELEPHONE NUMBER:

(562) 922-8675

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	GAIN Vocational/Career			
2	Assessment Complete	4,035	\$450.00	\$ 1,815,750
3	Partial	530	\$225.00	119,250
4				
5	GAIN Learning Disabilities			
6	Evaluations Complete	550	\$1,000.00	550,000
7	Partial	100	\$500.00	50,000
8				
9				
10	Total Direct Services Cost			\$ 2,535,000
11				
12				
13	Estimate Indirect on Assessment Payments (Caseload Driven) @11.68%			296,088
				\$ 2,831,088

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

(2) Indirect cost rate is estimated—the approval letter will be provided when the rate is finalized.

GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

Department or Agency Los Angeles County Office of EducationFiscal Year: 2025 - 2026Contact Person Neha Patel

MOU Date: _____

Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer	5	\$1,200	\$6,000
GRAND TOTAL				\$6,000

DPSS Review / Approval *(circle one):*

 Name: _____
 Division/Section _____

 Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient and administration of the project."
- No EDP equipment over \$5,000 per item.

GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICESFiscal Year: 2025 - 2026**EDP EQUIPMENT SCHEDULE****JUSTIFICATION**

Computers will used by contactor staff to perform the duties required by the contract including monitoring, tracking, and creating reports. The requested computer would be used to replace broken or out-dated equipment. It will be purchased on as-needed basis.

Prepared by: Neha PatelPhone No. 562-922-8675

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME: START/CFET VOCATIONAL ASSESSMENTCONTRACTOR: L.A. County Office of EducationCONTACT PERSON: Neha PatelCONTRACT PERIOD: 07/01/2024 - 06/30/2027TELEPHONE NUMBER: (562) 922-8675FISCAL YEAR: 2025 - 2026

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries

\$ 37,870

Fringe Benefits

24,767

Personnel Subtotal

\$ 62,637

OPERATING COSTS

Annual Cost

Office and Other Supplies

\$ 2,012

Non-Capitalized Equipment

1,000

Mileage

500

Travel/Conferences

400

Reprographics

200

Telephone

600

Bulk Metered Postage

100

Copier

400

Contract Services - Other

1,500

Contract Services - Temp Agency

1,000

Telephone Service & Maintenance

400

Rent/Lease-Land & Building

9,000

GPM-Accounting Services

4,000

Operating Costs - Subtotal

\$ 21,112

INDIRECT COSTS (List all appropriate)

Percentage

Annual Cost

Indirect Cost - Subtotal*

11.68%

\$ 8,731

Subtotal Administrative Costs

\$ 92,480

Estimated Indirect Cost on Invoice Processing (Caseload Driven)*

\$ 17,520

Total Administrative Costs

\$ 110,000

ESTIMATED DIRECT SERVICES COSTS (Caseload Driven):

DIRECT SERVICES

START Vocational/Career Assessment (Caseload Driven)

\$ 150,000

Grand Total Contract Cost

\$ 260,000

Footnotes:

(1)

All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

(2)

DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

(3)

Indirect cost rate is estimated--the approval letter will be provided when the rate is finalized.

PERSONNEL SCHEDULE

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 07/01/2024 - 06/30/2027
 FISCAL YEAR: 2025 - 2026

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	1	15,635	1%	\$ 156.35	\$ 1,876
	1	11,308	5%	565.40	6,785
	1	11,560	1%	115.60	1,387
	1	11,647	5%	582.35	6,988
	1	9,253	10%	925.30	11,104
	1	7,371	10%	737.10	8,845
	1	7,371	1%	73.71	885
Total Salaries:				\$ 3,155.81	\$ 37,870

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	CAREER DEVELOPMENT PROG MANAGER	ADMIN COORDINATOR	WEB COORDINATOR	VOC ASSESS MONITORING SPEC	ADMIN ASSISTANT	ADMIN ASSISTANT	TOTAL
Health Plan (3)	\$ 20,510	\$ 20,510	\$ 20,510	\$ 20,510	\$ 19,919	\$ 19,919	\$ 19,919	\$ 141,797
Dental Plan (Included in Health Plan)								
Retirement	\$ 64,260	\$ 46,476	\$ 47,512	\$ 47,869	\$ 38,030	\$ 30,295	\$ 30,295	\$ 304,736
SUI	\$ 94	\$ 68	\$ 69	\$ 70	\$ 56	\$ 44	\$ 44	\$ 445
Social Security and/or Medicare	\$ 14,353	\$ 10,381	\$ 10,612	\$ 10,692	\$ 8,494	\$ 6,767	\$ 6,767	\$ 68,065
Worker's Compensation	\$ 9,869	\$ 7,138	\$ 7,297	\$ 7,352	\$ 5,840	\$ 4,653	\$ 4,653	\$ 46,800
OPEB (Post Employment)	\$ 894	\$ 785	\$ 791	\$ 793	\$ 733	\$ 686	\$ 686	\$ 5,368
Holidays								
Sick Leave								
Vacation								
Life Insurance								
Fringe Benefits per Classification								
Fringe Benefit Subtotal	\$ 109,979	\$ 85,357	\$ 86,791	\$ 87,286	\$ 73,072	\$ 62,363	\$ 62,363	\$ 567,211
% of Time Allocation by Classification	1%	5%	1%	5%	10%	10%	1%	
Total Fringe Benefits (4):	\$ 1,100	\$ 4,268	\$ 868	\$ 4,364	\$ 7,307	\$ 6,236	\$ 624	\$ 24,767

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item	Amount	Narrative/Justification
Office and Other Supplies	\$2,012	Funds are required to provide office supplies to contract staff located at LACOE Headquarters.
Non-Capitalized Equipment	\$1,000	See EDP Schedule and Justification
Mileage	\$500	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration.
Travel/Conferences	\$400	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Reprographics	\$200	Funds are required for duplication of materials as needed by the LACOE Reprographics Unit.
Telephone	\$600	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cellphone costs for select managers.
Bulk Metered Postage	\$100	Funds are required for postal or courier charges.
Copier	\$400	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Contract Services - Other	\$1,500	Contract Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, mental health expert to diagnose learning disabilities, consult, and conduct training for test instruments used for LD evaluations; and contractor to train assessors as needed, or to train new assessors in program procedures after new RFP is awarded.
Contract Services - Temp Agency	\$1,000	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Telephone Service & Maintenance	\$400	Funds are required to repair and maintain equipment such as telephone, computers, fax machines, or printers on an as-needed basis.
Rent/Lease Building	\$9,000	Funds are required for rent at LACOE Headquarters for contract staff and use of job club facilities for vocational assessment.
GPM - Accounting Services	\$4,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Costs	\$8,731	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The estimate indirect cost rate for 2025-26 is 11.68%-- LACOE will provide the approval letter when the rate is finalized.
Indirect Costs on Invoice Processing (Caseload Driven)	\$17,520	Funds are required for indirect LACOE services such as Contracts, Purchasing, Accounts Payable, LACOE Management, etc. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.

DIRECT SERVICE PROVIDER BUDGET**PROJECT NAME:** START/CFET VOCATIONAL ASSESSMENT**CONTRACTOR:** L.A. County Office of Education**CONTACT PERSON:** Neha Patel**CONTRACT PERIOD:** 07/01/2024 - 06/30/2027**TELEPHONE NUMBER:** (562) 922-8675**DIRECT SERVICES (1)**

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	<u>START Vocational/Career</u>			
2	<u>Assessment Complete</u>	<u>450</u>	<u>\$325.00</u>	<u>\$ 146,250</u>
3				
4				
5	<u>START Vocational/Career</u>			
6	<u>Assessment Partial</u>	<u>23</u>	<u>\$162.50</u>	<u>3,750</u>
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18	Total Direct Services Cost			\$ 150,000
19				
20				
21	<u>Estimate Indirect on Assessment Payments (Caseload Driven) @11.68%</u>			<u>17,520</u>
				\$ 167,520

Footnote:

- (1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.
- (2) Indirect cost rate is estimated—the approval letter will be provided when the rate is finalized.

START/CFET VOCATIONAL ASSESSMENT

Department or Agency Los Angeles County Office of EducationFiscal Year: 2025 - 2026Contact Person Neha Patel

MOU Date: _____

Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer	1	\$1,000	\$1,000
GRAND TOTAL				\$1,000

DPSS Review / Approval *(circle one)*:

 Name: _____
 Division/Section _____

 Title: _____
 Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

START/CFET VOCATIONAL ASSESSMENT

Fiscal Year: 2025 - 2026

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Computer will be used by contractor staff to perform the duties required by the contract including monitoring, tracking and creating reports. The requested computer would be used to replace broken or out-dated equipment. It will be purchased on as-needed basis.

Prepared by: Neha Patel
Phone No. 562-922-8675

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - CALWORKS

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Neha Patel

CONTRACT PERIOD: 07/01/2024 - 06/30/2027

TELEPHONE NUMBER: (562) 922-8675

FISCAL YEAR: 2025 - 2026

ADMINISTRATIVE COSTS:

		Cost
		Yearly Cost
ADMINISTRATIVE OPERATING COSTS		
GPM (Accounting)		36,000
Operating Costs - Subtotal	(d)	\$ 36,000
INDIRECT COSTS (List approved %)	Percentage	Yearly Cost
Indirect Cost - Subtotal*	11.68% (e)	\$ 4,205
Total Administrative Cost (The sum of line c,d,e) (f)		\$ 40,205

DIRECT SERVICES COSTS:

		Cost
		Yearly Cost
Salaries and Benefits for Staff Providing Direct Services:		
Salaries (from Personnel Schedule)	(g)	\$ 138,900
Fringe Benefits (from Personnel Schedule)	(h)	91,538
Personnel Subtotal (line g+h)	(i)	\$ 230,438
DIRECT SERVICES OPERATING COSTS		Yearly Cost
Office Supplies, Instructional Materials, Other Books		\$ 10,137
Contract Services - Other		15,000
Mileage		2,500
Telephone		3,500
Operations Services		3,000
Security Services		7,000
Rent/Lease - Land & Building		78,500
Operating Costs - Subtotal	(j)	\$ 119,637
INDIRECT COSTS (List approved %)	Percentage	Yearly Cost
Indirect Cost - Subtotal*	11.68% (l)	\$ 31,720
		Indirect for rental excluded from the base.
Total Direct Services Costs (line i,j,k,l)		(m) \$ 381,795
Total Contract Cost (line f+m)		(n) \$ 422,000

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.
 (3) Indirect cost rate is estimated—the approval letter will be provided when the rate is finalized.

Budget increase justification:

- (1) To cover the salary and benefits increase due to COLA.
 (2) Grant Project Management (Accounting) needs a higher budget due to the new invoice template, invoice itemization of administrative and direct services, budget modifications and monthly expense/budget justifications.
 (3) Higher costs of rent/lease building, security guards and services.

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 07/01/2024 - 06/30/2027
 FISCAL YEAR: 2025 - 2026

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	\$ 10,576	25%	\$ 2,644	\$ 31,728
	Employment Coaches	2	\$ 8,931	50%	\$ 8,931	\$ 107,172
Total Salaries:					11,575.00	\$ 138,900

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	SITE MANAGER	EMPLOYMENT COACHES	TOTAL
Health Plan (3)	\$ 20,510	\$ 19,919	\$ 40,430
Dental Plan (Included in Health Plan)			
Retirement	\$ 43,467	\$ 36,706	\$ 80,174
SUI	\$ 63	\$ 54	\$ 117
Social Security and/or Medicare	\$ 9,709	\$ 8,199	\$ 17,907
Worker's Compensation	\$ 6,676	\$ 5,637	\$ 12,313
OPEB (Post Employment)	\$ 766	\$ 725	\$ 1,491
Holidays			
Sick Leave			
Vacation			
Life Insurance			
Fringe Benefits per Classification			
Fringe Benefit Subtotal	\$ 81,192	\$ 71,240	\$ 152,432
% Time Allocation	25%	100%	
Total Fringe Benefits (4):	\$ 20,298	\$ 71,240	\$ 91,538

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$10,137	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. The items are warehoused and inventoried for staff to service our clients.</p>
Contract Services - Other	\$15,000	LACOE does not have additional contracts at this time but may potentially use funds to contract for needed/required services in future.
Mileage	\$2,500	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Telephone	\$3,500	<p>Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters.</p> <p>This amount also includes cell phone costs for select managers.</p>
Building Operations	\$3,000	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE GAIN Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate.
Security Services	\$7,000	Funds are required for security services at all GAIN job club sites and LACOE GAIN Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure.
Rent/Lease Building	\$78,500	<p>Funds are required for rent/leases at GAIN job club sites and at LACOE GAIN Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, Santa Clarita, and Glendale.</p> <p>Amount estimated on prior year's expenditure.</p>
GPM (Accounting)	\$36,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$35,925	<p>Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services.</p> <p>The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.</p>

LINE ITEM BUDGET

PROJECT NAME: REFUGEE EMPLOYMENT PROGRAM - NON-CALWORKSCONTRACTOR: L.A. County Office of EducationCONTACT PERSON: Neha PatelCONTRACT PERIOD: 07/01/2024 - 06/30/2027TELEPHONE NUMBER: (562) 922-8675FISCAL YEAR: 2025 - 2026**ADMINISTRATIVE COSTS:****ADMINISTRATIVE OPERATING COSTS**

GPM (Accounting)

Yearly Cost15,500**Operating Costs - Subtotal**(d) **\$ 15,500****INDIRECT COSTS (List approved %)****Percentage****Yearly Cost****Indirect Cost - Subtotal***11.68% (e) **\$ 1,810****Total Administrative Cost (The sum of line c,d,e) (f)****\$ 17,310****DIRECT SERVICES COSTS:****Cost****Salaries and Benefits for Staff Providing Direct Services:**

Salaries (from Personnel Schedule)

(g) **\$ 17,063**

Fringe Benefits (from Personnel Schedule)

(h) 11,184**Personnel Subtotal (line g+h)**(i) **\$ 28,247****DIRECT SERVICES OPERATING COSTS****Yearly Cost**

Office Supplies, Instructional Materials, Other Books

\$ 2,781

Contract Services - Other

4,361

Mileage

2,000

Telephone

2,000

Operations Services

3,000

Security Services

3,000

Rent/Lease - Land & Building

26,000**Operating Costs - Subtotal**(j) **\$ 43,142****INDIRECT COSTS (List approved %)****Percentage****Yearly Cost****Indirect Cost - Subtotal***11.68% (l) **\$ 5,301**Indirect for rental
excluded from the
base.**Total Direct Services Costs (line i,j,k,l)**

(m)

\$ 76,690**Total Contract Cost (line f+m)**

(n)

\$ 94,000**Note:**

(1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.

(2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

(3) Indirect cost rate is estimated—the approval letter will be provided when the rate is finalized.

Budget increase justification:

(1) To cover the salary and benefits increase due to COLA.

(2) Grant Project Management (Accounting) needs a higher budget due to the new invoice template, invoice itemization of administrative and direct services, budget modifications and monthly expense/budget justifications.

(3) Higher costs of rent/lease building, security guards and services.

PERSONNEL SCHEDULE

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 07/01/2024 - 06/30/2027
 FISCAL YEAR: 2025 - 2026

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Site Manager	1	\$ 10,576	5%	\$ 529	\$ 6,346
	Employment Coaches	1	\$ 8,931	10%	\$ 893	\$ 10,717
Total Salaries:					1,421.90	\$ 17,063

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	SITE MANAGER	EMPLOYMENT COACHES	TOTAL
Health Plan (3)	\$ 20,510	\$ 19,919	\$ 40,430
Dental Plan (Included in Health Plan)			
Retirement	\$ 43,467	\$ 36,706	\$ 80,174
SUI	\$ 63	\$ 54	\$ 117
Social Security and/or Medicare	\$ 9,709	\$ 8,199	\$ 17,907
Worker's Compensation	\$ 6,676	\$ 5,637	\$ 12,313
OPEB (Post Employment)	\$ 766	\$ 725	\$ 1,491
Holidays			
Sick Leave			
Vacation			
Life Insurance			
Fringe Benefits per Classification			
Fringe Benefit Subtotal	\$ 81,192	\$ 71,240	\$ 152,432
% Time Allocation	5%	10%	
Total Fringe Benefits (4):	\$ 4,060	\$ 7,124	\$ 11,184

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$2,781	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to GAIN Job Services administration. The items are warehoused and inventoried for staff to service our clients.</p>
Contract Services - Other	\$4,361	LACOE does not have additional contracts at this time but may potentially use funds to contract for needed/required services in future
Mileage	\$2,000	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration.
Telephone	\$2,000	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cell phone costs for select managers.
Building Operations	\$3,000	Funds are required for building maintenance expenses, operating services, and operating supplies at all GAIN job club sites and LACOE GAIN Headquarters. These services include ongoing maintenance charges as well as one-time repair fees. Contract custodian cost for job club sites is included in this estimate.
Security Services	\$3,000	Funds are required for security services at all GAIN job club sites and LACOE GAIN Headquarters. Staff and client security is a major priority for our division. Cost is based on prior years' expenditure.
Rent/Lease Building	\$26,000	Funds are required for rent/leases at GAIN job club sites and at LACOE GAIN Headquarters. Leased job club site spaces include Airport, Lancaster, El Monte, Pomona, Downtown, Carson, Downey, East Los Angeles, Palmdale, North Hollywood, Santa Clarita, and Glendale. Amount estimated on prior year's expenditure.
GPM (Accounting)	\$15,500	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$7,111	<p>Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services.</p> <p>The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.</p>

LINE ITEM BUDGET			
PROJECT NAME:		START/CFET SHORT TERM TRAINING AND LAPTOP LOAN PROGRAM	
CONTRACTOR:	L. A. CO. OFFICE OF EDUCATION	CONTACT PERSON:	Neha Patel
CONTRACT PERIOD:	07/01/2024 - 06/30/2027	TELEPHONE NUMBER:	(562) 922-8675
FISCAL YEAR:	2025 - 2026		
ADMINISTRATIVE COSTS:			
		Cost	
Salaries and Benefits for Administrative Staff:			
	Salaries (from Personnel Schedule)	(a)	\$ 22,007
	Fringe Benefits (from Personnel Schedule)	(b)	13,587
Personnel Subtotal (line a+b)		(c)	\$ 35,594
ADMINISTRATIVE OPERATING COSTS		Yearly Cost	
	Office Supplies	\$	2,500
	Mileage		1,000
	Copier		1,000
	Telephone		3,000
	Rent/Lease - Land & Building		5,000
	GPM (Accounting)		26,000
Operating Costs - Subtotal		(d)	\$ 38,500
		Percentage	Yearly Cost
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal*	11.68% (e)	\$ 8,070
Total Administrative Cost (The sum of line c,d,e)		(f)	\$ 82,164
DIRECT SERVICES COSTS:			
		Cost	
Salaries and Benefits for Staff Providing Direct Services:			
	Salaries (from Personnel Schedule)	(g)	\$ 332,080
	Fringe Benefits (from Personnel Schedule)	(h)	222,109
Personnel Subtotal (line g+h)		(i)	\$ 554,189
DIRECT SERVICES OPERATING COSTS		Yearly Cost	
	Office Supplies, Instructional Materials, Other Books	\$	11,442
	Support Cost of Office Class/Short Term Trainings		341,000
	Non-Capitalized Equipment		12,000
	Mileage		1,500
	Reprographics		1,000
	Copier		1,000
	Rent/Lease - Land & Building		8,000
Operating Costs - Subtotal		(j)	\$ 375,942
		Percentage	Yearly Cost
INDIRECT COSTS (List approved %)			
	Indirect Cost - Subtotal*	11.68% (l)	\$ 107,705
			Indirect for rental excluded from the base.
Total Direct Services Costs (line i,j,k,l)		(m)	\$ 1,037,836
Total Contract Cost (line f+m)		(n)	\$ 1,120,000
Note:			
(1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.			
(2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.			
(3) Indirect cost rate is estimated--the approval letter will be provided when the rate is finalized.			

PERSONNEL SCHEDULE

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION CONTACT PERSON: Neha Patel
 CONTRACT PERIOD: 07/01/2024 - 06/30/2027 TELEPHONE NUMBER: (562) 922-8675
 FISCAL YEAR: 2025 - 2026

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director*	1	15,635	5%	\$ 781.75	\$ 9,381
	Admin Analyst*	1	9,693	5%	484.65	5,816
	Career Dev. Program Mgr.*	1	11,351	5%	567.55	6,811
	Career Dev. Program Supr.	3	10,621	16.7%	5,321.12	63,853
	Career Dev. Prog. Spec.	5	8,517	50%	21,292.50	255,510
	MicroComputer Support Tech II	1	8,319	5%	415.95	4,991
	Admin Assistant	1	7,371	5%	368.55	4,423
	Warehouse Worker	1	5,504	5%	275.20	3,302
	*Administrative Staff					
Total Salaries:					\$ 29,507.27	\$ 354,087

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	ADMIN ANALYST	CAREER DEV. PROG. MANAGER	CAREER DEV. PROG. SUPERVISOR	CAREER DEV. PROG. SPECIALIST	MICROCOMP SUPPORT TECH II	ADMIN ASSISTANT	WAREHOUSE WORKER	TOTAL ANNUAL COST
Health Plan (3)	\$ 20,510	\$ 20,510	\$ 20,510	\$ 20,510	\$ 19,919	\$ 19,919	\$ 19,919	\$ 19,919	\$ 161,718
Dental Plan (included in Health Plan)									
Retirement	\$ 64,260	\$ 39,838	\$ 46,653	\$ 43,652	\$ 35,005	\$ 34,191	\$ 30,295	\$ 22,621	\$ 316,515
SUI	\$ 1 94	\$ 58	\$ 68	\$ 64	\$ 51	\$ 50	\$ 44	\$ 33	\$ 462
Social Security and/or Medicare	\$ 14,353	\$ 8,898	\$ 10,420	\$ 9,750	\$ 7,819	\$ 7,637	\$ 6,767	\$ 5,053	\$ 70,696
Worker's Compensation	\$ 9,869	\$ 6,118	\$ 7,165	\$ 6,704	\$ 5,376	\$ 5,251	\$ 4,653	\$ 3,474	\$ 48,609
OPEB (Post-Employment)	\$ 894	\$ 744	\$ 786	\$ 768	\$ 715	\$ 710	\$ 686	\$ 639	\$ 5,940
Holidays									
Sick Leave									
Vacation									
Life Insurance									
Fringe Benefits per Classification									
Fringe Benefit Subtotal	\$ 109,980	\$ 76,167	\$ 85,602	\$ 81,448	\$ 68,884	\$ 67,758	\$ 62,363	\$ 51,739	\$ 603,941
% Time Allocation	5%	5%	5%	50%	250%	5%	5%	5%	
Total Fringe Benefits (4):	\$ 5,499	\$ 3,808	\$ 4,280	\$ 40,805	\$ 172,211	\$ 3,388	\$ 3,118	\$ 2,587	\$ 235,696

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item		Narrative/Justification.
Other Books, Instructional Materials, and Office Supplies	\$13,942	<p>Funds are required to purchase books that benefit the program and clients. This allows staff to remain current on the latest techniques and literature in the area of job readiness and career preparation.</p> <p>Funds are required to provide instructional materials for client and staff use. Additional instructional materials may be purchased that directly benefit the client or that will be used for motivational training for both County and Contractor staff with the purpose of increasing placements.</p> <p>Funds are required to provide office supplies to staff in all regions and to LACOE GAIN administration. The items are warehoused and inventoried for staff to service our clients.</p>
Non-capitalized Equipment	\$12,000	Please refer to EDP Schedule/Justification.
Mileage	\$2,500	<p>Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile.</p> <p>Amount includes costs for staff based in all regions as well as GAIN Job Services administration.</p>
Reprographics	\$1,000	Funds are required for duplication of materials as needed by the LACOE Reprographics Units.
Telephone	\$3,000	<p>Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters.</p> <p>This amount also includes cell phone costs for select managers.</p>
Copier	\$2,000	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.

Contract Budget Narrative		
Line Item		Narrative/Justification.
Support Costs for Requested Classes	\$341,000	Funds are requested to specifically support the non-traditional training classes offered to START clients. These classes include the Security Officers training, and other specialized trainings. These funds are used to reimburse school districts/community colleges/agencies for the expenses of classes that cannot be covered using their ADA. All training classes will be pre-approved by DPSS.
Rent/Lease Building	\$13,000	Funds are required for rent cost for program staff assigned to this contract. This includes staff who provide direct service and administration staff. Cost is based on prior years' expenditure for this program.
GPM (Accounting)	\$26,000	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Cost	\$115,775	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.

START/CFET SHORT TERM TRAINING AND LAPTOP LOAN PROGRAM

 Department or Agency Los Angeles County Office of Education

 Fiscal Year: 2025 - 2026

 Contact Person Neha Patel

MOU Date: _____

 Phone No. (562) 922-8675

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computers	10	\$1,200	\$12,000
GRAND TOTAL			\$12,000	

DPSS Review / Approval *(circle one):*

Name: _____

Title: _____

Division/Section _____

Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

START/CFET SHORT TERM TRAINING AND LAPTOP LOAN PROGRAMFiscal Year: 2025 - 2026**EDP EQUIPMENT SCHEDULE****JUSTIFICATION**

LACOE GAIN Division strives to provide high quality job readiness services to START participants in
the most efficient and cost-effective way possible. Computers will be used by participants
to create high quality resumes and do internet job searches. Some computers will be used by
staff to create the required reports and essential functions.

Our goal is to provide up-to-date working technology to all of our sites. The requested computers would
be used to replace broken or out-dated equipment. It will be purchased on as-needed basis.

Prepared by: Neha Patel
Phone No. 562-922-8675

Use additional sheets as needed.

LINE ITEM BUDGET

PROJECT NAME: REP CALWORKS VOCATIONAL ASSESSMENT

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Neha Patel

CONTRACT PERIOD: 07/01/2024 - 06/30/2027

TELEPHONE NUMBER: (562) 922-8675

FISCAL YEAR: 2025 - 2026

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$ 16,764
Fringe Benefits	11,040
Personnel Subtotal	\$ 27,804

OPERATING COSTS

Annual Cost

Office and Other Supplies	\$ 1,022
Mileage	175
Travel/Conferences	125
Reprographics	50
Telephone	150
Copier	150
Contract Services - Other	500
Contract Services - Temp Agency	500
Telephone Service & Maintenance	200
Rent/Lease-Land & Building	4,100
GPM - Accounting Services	2,050
Operating Costs - Subtotal	\$ 9,022

INDIRECT COSTS (List all appropriate)

	Percentage	Annual Cost
Indirect Cost - Subtotal*	11.68%	\$ 3,822
Subtotal Administrative Costs		\$ 40,648
Estimated Indirect Cost on Invoice Processing (Caseload Driven)*		\$ 16,352
Total Administrative Costs		\$ 57,000

ESTIMATED DIRECT SERVICES COSTS (Caseload Driven):

DIRECT SERVICES

CW REP Vocational/Career Assessment & LD Evaluation	\$ 140,000
Total	\$ 140,000

Grand Total Contract Cost \$ 197,000

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.
- (3) Indirect cost rate is estimated—the approval letter will be provided when the rate is finalized.

PERSONNEL SCHEDULE

CONTRACTOR: L.A. County Office of EducationCONTRACT PERIOD: 07/01/2024 - 06/30/2027FISCAL YEAR: 2025 - 2026

CONTACT PERSON:

TELEPHONE NUMBER:

Neha Patel(562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Career Development Prog Manager	1	11,308	5%	\$ 565	\$ 6,780
	Voc Assessment Monitoring Spec	1	9,253	5%	\$ 463	\$ 5,556
	Admin Assistant	1	7,371	5%	\$ 369	\$ 4,428
Total Salaries:					\$ 1,397	\$ 16,764

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CAREER DEVELOPMENT PROG MANAGER	VOC ASSESS MONITORING SPEC	ADMIN ASSISTANT	TOTAL
Health Plan (3)	\$ 20,510	\$ 19,919	\$ 19,919	\$ 60,349
Dental Plan (Included in Health Plan)				
Retirement	\$ 46,476	\$ 38,030	\$ 30,295	\$ 114,801
SUI	\$ 68	\$ 56	\$ 44	\$ 168
Social Security and/or Medicare	\$ 10,381	\$ 8,494	\$ 6,767	\$ 25,642
Worker's Compensation	\$ 7,138	\$ 5,840	\$ 4,653	\$ 17,631
OPEB (Post Employment)	\$ 785	\$ 733	\$ 686	\$ 2,204
Holidays				
Sick Leave				
Vacation				
Life Insurance				
Fringe Benefits per Classification				
Fringe Benefit Subtotal	\$ 85,357	\$ 73,073	\$ 62,363	\$ 220,793
% of Time Allocation by Classification	5%	5%	5%	
Total Fringe Benefits (4):	\$ 4,268	\$ 3,654	\$ 3,118	\$ 11,040

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item	Amount	Narrative/Justification
Office and Other Supplies	\$1,022	Funds are required to provide office supplies to contract staff located at LACOE Headquarters.
Mileage	\$175	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration.
Travel/Conferences	\$125	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Reprographics	\$50	Funds are required for duplication of materials as needed by the LACOE Reprographics Unit.
Telephone	\$150	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cellphone costs for select managers.
Copier	\$150	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Contract Services - Other	\$500	Contract Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, mental health expert to diagnose learning disabilities, consult, and conduct training for test instruments used for LD evaluations; and contractor to train assessors as needed, or to train new assessors in program procedures after new RFP is awarded.
Contract Services - Temp Agency	\$500	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Telephone Service & Maintenance	\$200	Funds are required to repair and maintain equipment such as telephone, computers, fax machines, or printers on an as-needed basis.
Rent/Lease Building	\$4,100	Funds are required for rent at LACOE Headquarters for contract staff and use of job club facilities for vocational assessment.
GPM - Accounting Services	\$2,050	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Costs	\$3,822	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.
Indirect Costs on Invoice Processing (Caseload Driven)	\$16,352	Funds are required for indirect LACOE services such as Contracts, Purchasing, Accounts Payable, LACOE Management, etc. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: REP CALWORKS VOCATIONAL ASSESSMENT

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Neha Patel

CONTRACT PERIOD: 07/01/2024 - 06/30/2027

TELEPHONE NUMBER: (562) 922-8675

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	CW REP Vocational Assessments			
2	(Complete/Partial) Complete	280	\$450.00	126,050
3	Partial	62	\$225.00	13,950
4				
5				
6				
7				
8				
9	Total Direct Services Cost			\$ 140,000
10				
11				
12	Estimate Indirect on Assessment Payments (Caseload Driven) @11.68%			16,352
				\$ 156,352

Footnote:

- (1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.
- (2) Indirect cost rate is estimated--the approval letter will be provided when the rate is finalized.

LINE ITEM BUDGET

PROJECT NAME: REP NON-CALWORKS VOCATIONAL ASSESSMENT

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Neha Patel

CONTRACT PERIOD: 07/01/2024 - 06/30/2027

TELEPHONE NUMBER: (562) 922-8675

FISCAL YEAR: 2025 - 2026

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries \$ 10,056

Fringe Benefits 6,624

Personnel Subtotal \$ 16,680

OPERATING COSTS

Annual Cost

Office and Other Supplies \$ 557

Mileage 105

Travel/Conferences 75

Reprographics 30

Telephone 90

Copier 90

Contract Services - Other 300

Contract Services - Temp Agency 300

Telephone Service & Maintenance 120

Rent/Lease-Land & Building 2,460

GPM-Accounting Services 1,230

Operating Costs - Subtotal \$ 5,357

INDIRECT COSTS (List all appropriate)

Percentage

Annual Cost

Indirect Cost - Subtotal* 11.68% \$ 2,287

Subtotal Administrative Costs \$ 24,324

Estimated Indirect Cost on Invoice Processing (Caseload Driven)* \$ 8,176

Total Administrative Costs \$ 32,500

ESTIMATED DIRECT SERVICES COSTS (Caseload Driven):

DIRECT SERVICES

RCA REP Vocational/Career Assessment \$ 70,000

Total \$ 70,000

Grand Total Contract Cost \$ 102,500

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.
- (3) Indirect cost rate is estimated--the approval letter will be provided when the rate is finalized.

PERSONNEL SCHEDULE

CONTRACTOR: L.A. County Office of Education
 CONTRACT PERIOD: 07/01/2024 - 06/30/2027
 FISCAL YEAR: 2025 - 2026

CONTACT PERSON: Neha Patel
 TELEPHONE NUMBER: (562) 922-8675

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Career Development Prog Manager	1	\$ 11,308	3%	\$ 339	\$ 4,068
	Voc Assessment Monitoring Spec	1	\$ 9,253	3%	\$ 278	\$ 3,336
	Admin Assistant	1	\$ 7,371	3%	\$ 221	\$ 2,652
Total Salaries:					\$ 838	\$ 10,056

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CAREER DEVELOPMENT PROG MANAGER	VOC ASSESS MONITORING SPEC	ADMIN ASSISTANT	TOTAL
Health Plan (3)	\$ 20,510	\$ 19,919	\$ 19,919	\$ 60,349
Dental Plan (Included in Health Plan)				
Retirement	\$ 46,476	\$ 38,030	\$ 30,295	\$ 114,801
SUI	\$ 68	\$ 56	\$ 44	\$ 168
Social Security and/or Medicare	\$ 10,381	\$ 8,494	\$ 6,767	\$ 25,642
Worker's Compensation	\$ 7,138	\$ 5,840	\$ 4,653	\$ 17,631
OPEB (Post Employment)	\$ 785	\$ 733	\$ 686	\$ 2,204
Holidays				
Sick Leave				
Vacation				
Life Insurance				
Fringe Benefits per Classification				
Fringe Benefit Subtotal	\$ 85,357	\$ 73,073	\$ 62,363	\$ 220,793
% of Time Allocation by Classification	3%	3%	3%	
Total Fringe Benefits (4):	\$ 2,561	\$ 2,192	\$ 1,871	\$ 6,624

Footnotes:

- (1) Annual Year is Fiscal Year
 (2) Contractors must be in compliance with the County's Living Wage Ordinance.
 (3) Indicate if Cafeteria Plan
 (4) Fringe Benefits Subtotal per Classification x number of position
 (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative		
Line Item	Amount	Narrative/Justification
Office and Other Supplies	\$557	Funds are required to provide office supplies to contract staff located at LACOE Headquarters.
Mileage	\$105	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The 2024 LACOE rate is \$0.67 per mile. Amount includes costs for staff based in all regions as well as GAIN Job Services administration.
Travel/Conferences	\$75	Funds are required to allow staff to attend and present at conferences and participate in professional development opportunities.
Reprographics	\$30	Funds are required for duplication of materials as needed by the LACOE Reprographics Unit.
Telephone	\$90	Funds are required for telephone/internet service at job club sites in all regions and telephone/internet service for contract staff located at LACOE GAIN Headquarters. This amount also includes cellphone costs for select managers.
Copier	\$90	Funds are required for copier expense incurred at all job club sites and at LACOE GAIN Headquarters.
Contract Services - Other	\$300	Contract Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, mental health expert to diagnose learning disabilities, consult, and conduct training for test instruments used for LD evaluations; and contractor to train assessors as needed, or to train new assessors in program procedures after new RFP is awarded.
Contract Services - Temp Agency	\$300	Funds would be utilized as needed to hire translators/interpreters. Funds are required for temporary clerical personnel from an outside agency when LACOE temporary assistance is not available.
Telephone Service & Maintenance	\$120	Funds are required to repair and maintain equipment such as telephone, computers, fax machines, or printers on an as-needed basis.
Rent/Lease Building	\$2,460	Funds are required for rent at LACOE Headquarters for contract staff and use of job club facilities for vocational assessment.
GPM - Accounting Services	\$1,230	Funds are required for LACOE Federal, State, Special Grants and Contracts unit. This unit handles accounting and invoicing for this program. Funds are allocated based on actual program usage.
Indirect Costs	\$2,287	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. Additional programs that were previously charged to the Allocated Direct Support line item are now included in this higher rate. They are Personnel Commission, Human Resources, Labor Relations, and Technology Support Services. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.
Indirect Costs on Invoice Processing (Caseload Driven)	\$8,176	Funds are required for indirect LACOE services such as Contracts, Purchasing, Accounts Payable, LACOE Management, etc. The estimate indirect cost rate for 2025-26 is 11.68%--LACOE will provide the approval letter when the rate is finalized.

DIRECT SERVICE PROVIDER BUDGET**PROJECT NAME:** REP NON-CALWORKS VOCATIONAL ASSESSMENT**CONTRACTOR:** L.A. County Office of Education**CONTACT PERSON:**Neha Patel**CONTRACT PERIOD:** 07/01/2024 - 06/30/2027**TELEPHONE NUMBER:**(562) 922-8675**DIRECT SERVICES (1)**

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	RCA REP Vocational Assessments			
2	Complete	140	\$450.00	62,962
3	Partial	31	\$225.00	7,038
4				
5				
6				
7				
8				
9	Total Direct Services Cost			\$ 70,000
10				
11				
12	Estimate Indirect on Assessment Payments (Caseload Driven) @11.68%			8,176
				\$ 78,176

Footnote:

- (1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.
- (2) Indirect cost rate is estimated—the approval letter will be provided when the rate is finalized.

COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

COUNTY'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: Click or tap here to enter text.CONTRACT NO. Click or tap here to enter text.**CONTRACTOR'S PROJECT MANAGER:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**NOTICES TO CONTRACTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Click or tap here to enter text.

Contract No Click or tap here to enter text.

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 must keep such information confidential.

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

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

SIGNATURE: _____

DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

Sample Monthly Invoice

Sample Monthly Invoice Instructions

Instructions for Completing the Monthly Invoice

Section	Field Instruction
Contract Name	Type contract name
Contractor	Type contractor name
Vendor Number	Type vendor ID
Contract Number	Type contract number
Funding Source	Type funding source
Component Name	Type the component name
Invoice Number	Type invoice number
Service Months	Type service month
Type of Year	Select type of year (Fiscal or Calendar) from drop-down menu
Invoice Date	Type the date invoice received
Administrative Services (Program Operating Costs)	
I. Direct Costs	Include total amount (1+2+3)
1. Personnel Salaries and Benefits	Include personnel salaries and benefits
2. Operating costs	Include operating costs (e.g., supplies, mileage, postage, equipment, rent, storage, telephone, utilities, etc.)
3. Other	Include all other costs
II. Indirect cost	Include indirect cost (e.g., federally approved, De Minimis Rate, actual rate, etc)
III. Adjustments	Include any adjustments: +/- Advance Recoupment, Overpayment, Disallowance, etc.
Total Administrative Services	Include total amount of Direct cost+ Indirect cost +/-adjustments
Direct Services (costs of Public Assistance and other State programs associated with providing program services to participants, such as diversion benefits, case management, job development, and post-employment support, screening and assessments and the development of employability plans and work services. It may include sub-contractors costs).	
I. Direct Costs	Include total amount (1+2+3)
1. Personnel Salaries and Benefits	Include salaries and benefits for staff directly administering the Program, paid work experience salaries for Transitional Subsidized Employment participants as well as their FICA and Workers Comp benefits
2. Operating costs	Include operating costs of managing the program and delivering the payments to participants. It might also include training provided directly to public assistance program participants
3. Other	include all other costs for providing services directly to program participants
II. Indirect cost	
III. Adjustments	Include any adjustments: +/- Advance Recoupment, Overpayment, Disallowance, etc.
Total Direct Services	Include total amount of Direct cost+ Indirect cost +/-adjustments
Contractor Signature	Signature of the authorized contractor
Contractor Name	Name of the authorized contractor
Date	Type date
For County Use Only	
Administrative Advance Payment Amount:	Include any administrative advance payment, if any
Direct Services Advance Payment Amount:	Include any direct services advance payment, if any
Total Advance Payment to be Paid	Include total amount of any advance payment, if any
Total Administrative Services	Include total Administrative services
Total Direct Services	Include total Direct services
Bonus	Include any bonus paid
Deductions	Include any deductions made
Total Amount to be Paid	Include total amount to be paid
Approved By:	Include Authorized County personnel name
County Administrator signature	Include County Administrator signature
County Administrator name	Include County Administrator name
Date signed	Type date signed

Sample Monthly Invoice

ACTUAL COST REIMBURSEMENT MONTHLY INVOICE	
Contract Name:	Component Name:
Contractor:	Invoice Number:
Vendor Number:	Service Month:
Contract Number:	Select Type of Year:
Funding Source:	Invoice Date:
Administrative Advance Payment Amount:	\$
Direct Services Advance Payment Amount:	\$
Total Advance Payment Amount:	\$
ADMINISTRATIVE SERVICES	
I. Direct Costs	\$ -
1. Personnel Salaries and Benefits	
2. Operating costs	
3. Other	
II. Indirect Cost	
III. Adjustments (+/-) (Advance Recoupment, Overpayment, Dissallowance, etc.)	
TOTAL ADMINISTRATIVE SERVICES	\$ -
DIRECT SERVICES	
I. Direct Costs	
1. Personnel Salaries and Benefits	
2. Operating costs	
3. Other	
II. Indirect Cost	
III. Adjustments (+/-) (Advance Recoupment, Overpayment, Dissallowance, etc.)	
TOTAL DIRECT SERVICES	
TOTAL INVOICE AMOUNT (Administrative Services+Direct Services)	
Contractor Certification: I certify under penalty of perjury, that this report is accurately completed and that services required by this billing have been provided.	
CONTRACTOR Signature	Date Signed
CONTRACTOR Name/Title (Please Print)	
FOR COUNTY USE ONLY	Invoice Received Date:
Administrative Advance Payment Amount:	\$
Direct Services Advance Payment Amount:	\$
Total Advance Payment to be Paid	\$ -
Total Administrative Services	\$ -
Total Direct Services	\$ -
Bonus	\$ -
Deductions (Add description and more lines as needed for different adjustment types).	\$ -
Total Amount to be Paid	\$ -
Approved By:	
COUNTY Administrator Signature	Date Signed
COUNTY Administrator Name (Please Print)	

NOTE: Supporting documentation is required for monthly actual Cost Invoice; however, monthly invoices that are 1/12th of annual maximum amount does not require supporting documentation.

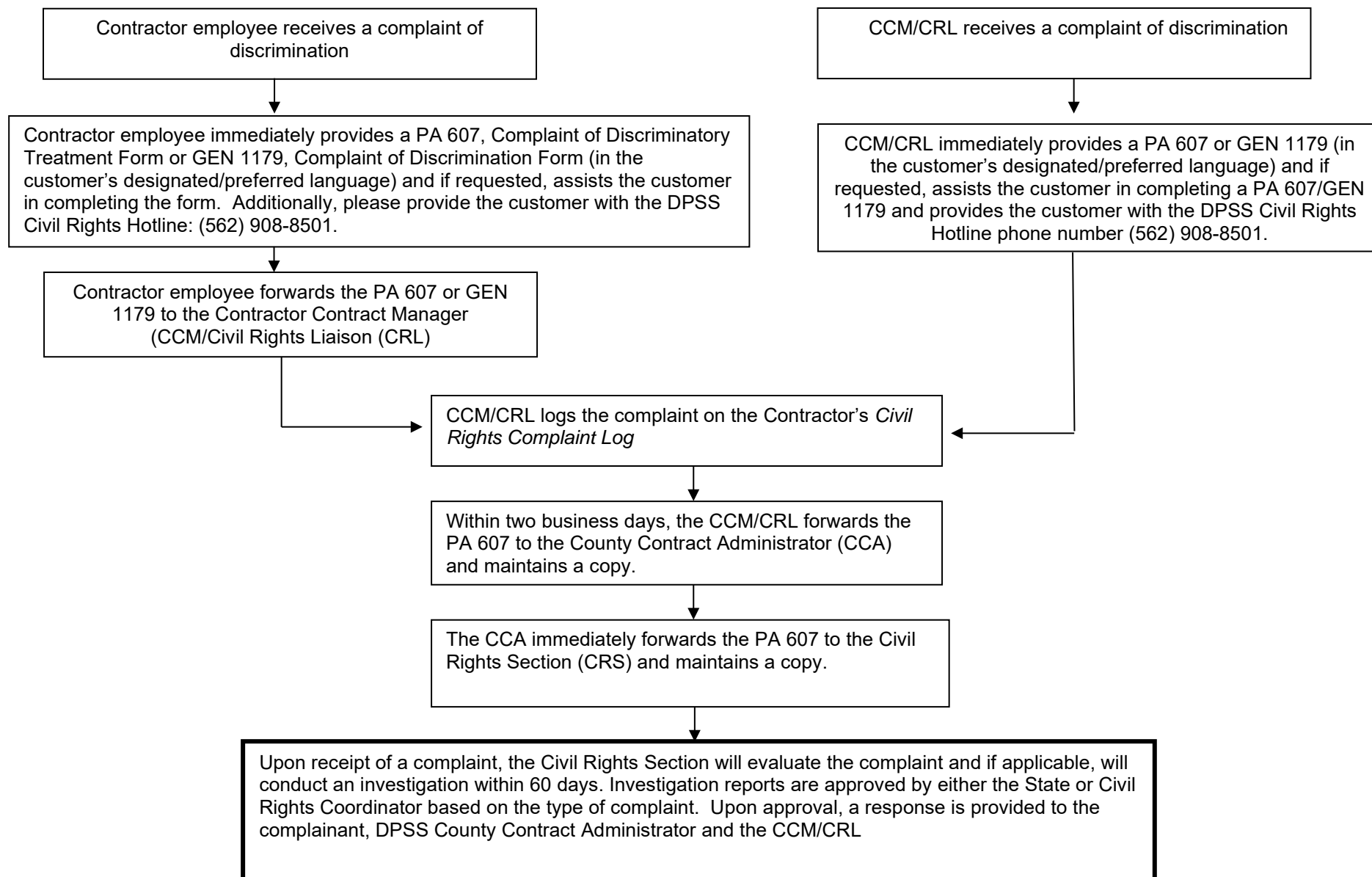
* The full cost of major Public Assistance (e.g., TANF funding) and Social Insurance Programs includes: (a) the costs of federal resources that have been transferred to individuals and state/local governments (Direct Services Costs) and (b) the costs of operating the programs (Administrative Costs). "Administrative costs" is defined as costs necessary for the proper administration of the TANF program or separate State programs. It includes the costs for general administration, eligibility determination, and program coordination, including indirect (or overhead) costs.

** "Direct Services Costs" are defined as costs associated with providing program services, such as diversion benefits, case management, job development, and post-employment support, screening and assessments and the development of employability plans and work services. Expenditures for contract activities are treated as program or administrative costs based on the nature or purpose of the contract.

Sample Monthly Invoice

FIRM FIXED FEE MONTHLY INVOICE	
Contract Name:	Component Name:
Contractor:	Invoice Number:
Vendor Number:	Service Month:
Contract Number:	Select Type of Year:
Funding Source:	Invoice Date:
	Vendor's Address:
Advance Payment Amount: \$ _____	
I. Payment Structure Select Type of Fee	
II. No. Participants/Service Units/Case _____	
III. Fixed Fee Rate	\$ -
IV. Service Cost (IIxIII)	\$ -
V. Flat Monthly Fee	\$ -
VI. Other Cost (Can be customized later to reflect contract applicable titles and add more lines as needed)	\$ -
VII. Adjustments (+/-) (Add description and more lines as needed for different adjustment types)	\$ -
VIII. Total Invoice Amount (IV+V+VI+VII)	\$ -
Contractor Certification: I certify under penalty of perjury, that this report is accurately completed and that services required by this billing have been provided.	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">CONTRACTOR Signature _____</div> <div style="width: 35%;">Date Signed _____</div> </div>	
CONTRACTOR Name/Title (Please Print) _____	
<div style="display: flex; justify-content: space-between;"> <div style="width: 50%;">FOR COUNTY USE ONLY</div> <div style="width: 45%;">Invoice Received Date: _____</div> </div>	
IX. Bonus/Incentives	\$ -
X. Deductions (Add description and more lines as needed for different adjustment types)	\$ -
Total Amount to be Paid (VIII+IX-X)	\$ -
Total Advance Payment to be Paid	\$ -
Approved By: _____	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">COUNTY Administrator Signature _____</div> <div style="width: 35%;">Date Signed _____</div> </div>	
COUNTY Administrator Name (Please Print) _____	

NOTE: Supporting documentation is required to be submitted monthly.

CIVIL RIGHTS COMPLAINT FLOWCHART PROCESS

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT FORM

This form is to be used to file a DPSS complaint of discriminatory treatment for violations against any of the protected classes covered under California Department of Social Services Division 21. According to the Los Angeles County DPSS Civil Rights Handbook, this form is not required to formally submit a discrimination complaint.

You may file a complaint if you feel that you have been discriminated against due to your:

- National Origin (Includes Language)
- Race
- Ethnic Group Identification
- Sex
- Gender Identity
- Marital Status
- Medical Condition
- Religion
- Disability (Physical or Mental)
- Immigration Status
- Color
- Ancestry
- Age
- Gender Expression
- Sexual Orientation
- Domestic Partnership
- Genetic Information
- Political Affiliation
- Citizenship
- Any other applicable basis

Instructions:

1. Complete the attached PA 607 form, Complaint of Discriminatory Treatment. Be sure to include your name, telephone number, mailing address, case number, and a description of the alleged discrimination (attach additional pages, if necessary). To submit your complaint anonymously, you may leave the name section blank and write "Anonymous" in the signature section.
2. Provide the corrective action being requested to resolve the alleged discrimination.
3. Sign the form.
4. Submit the complaint form in-person at any DPSS office, by phone, fax, email, or by U.S. mail to:

**Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240
Email: DPSSCivilRights@dpss.lacounty.gov**

Please Note:

- DPSS Civil Rights Section will assign an investigator who will acknowledge receipt of your complaint in writing.
- Submitting a PA 607 is not a requirement to submit a report of discrimination; you may file a written complaint by email, a verbal complaint by telephone, or by informing any DPSS employee to initiate a complaint of discrimination.
- Retaliation is included as a protected activity under CDSS Division 21 and is prohibited. A retaliation complaint is described as any form of intimidation, threatening, coercing, or discriminating against any individual engaging in a protected activity, such as filing a complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing. This is not the same as a discrimination complaint, however, it is prohibited under CDSS Division 21.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – ENGLISH

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

Please return completed form to:
Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
E-mail: DPSSCivilRights@dps.lacounty.gov
Phone: (562) 908-8501
Fax: (562) 692-2240

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my (check at least one box):

<input type="checkbox"/> NATIONAL ORIGIN (including language)	<input type="checkbox"/> AGE	<input type="checkbox"/> RELIGION
<input type="checkbox"/> COLOR	<input type="checkbox"/> SEX	<input type="checkbox"/> POLITICAL AFFILIATION
<input type="checkbox"/> RACE	<input type="checkbox"/> GENDER EXPRESSION	<input type="checkbox"/> CITIZENSHIP
<input type="checkbox"/> ANCESTRY	<input type="checkbox"/> GENDER IDENTITY	<input type="checkbox"/> IMMIGRATION STATUS
<input type="checkbox"/> ETHNIC GROUP	<input type="checkbox"/> SEXUAL ORIENTATION	<input type="checkbox"/> ANY OTHER APPLICABLE BASIS:
<input type="checkbox"/> IDENTIFICATION	<input type="checkbox"/> MARITAL STATUS	_____
<input type="checkbox"/> PHYSICAL OR MENTAL DISABILITY	<input type="checkbox"/> DOMESTIC PARTNERSHIP	_____
	<input type="checkbox"/> MEDICAL CONDITION	_____
	<input type="checkbox"/> GENETIC INFORMATION	_____

I BELIEVE I WAS RETALIATED AGAINST BECAUSE: _____

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED/RETALIATED AGAINST ME: _____

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS: _____

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN: _____

CONSENT GRANTED — By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable Federal and State laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

CONSENT DENIED — I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) _____ (DATE) _____ ADDRESS: _____

TELEPHONE: _____

PA - 607 (REVISED 5/2023) ENGLISH

County of Los Angeles

Department of Public Social Services

FORMULARIO DE QUEJA POR TRATO DISCRIMINATORIO

Este formulario debe usarse para presentar una queja del DPSS por trato discriminatorio por violaciones contra cualquiera de las clases protegidas bajo la División 21 del Departamento de Servicios Sociales de California. De acuerdo con el manual de Derechos Civiles del DPSS del Condado de Los Angeles, este formulario no es necesario para presentar formalmente una queja por discriminación.

Puede presentar una queja si siente que ha sido discriminado debido a su:

- | | |
|---------------------------------------|---------------------------------|
| ▪ Origen nacional (incluye el idioma) | • Color |
| ▪ Raza | • Ascendencia |
| ▪ Identificación de grupo étnico | • Edad |
| ▪ Sexo | • Expresión de género |
| ▪ Identidad de género | • Orientación sexual |
| ▪ Estado civil | • Relación doméstica |
| ▪ Condición médica | • Información genética |
| ▪ Religión | • Afiliación política |
| ▪ Discapacidad (física o mental) | • Ciudadanía |
| ▪ Estatus migratorio | • Cualquier otra base aplicable |

Instrucciones:

1. Complete el formulario PA 607 adjunto, Queja por Trato Discriminatorio. Asegúrese de incluir su nombre, número de teléfono, dirección postal, número de caso y una descripción de la discriminación (adjunte páginas adicionales, si es necesario). Para presentar su queja de forma anónima, puede dejar en blanco la sección del nombre y escribir "anónimo" en la sección de la firma.
2. Indique la acción correctiva que usted solicita para resolver la supuesta discriminación.
3. Firme el formulario.
4. Presente el formulario de queja en persona en cualquier oficina del DPSS, por teléfono, fax, correo electrónico o por correo postal de EE. UU. a:

**Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Teléfono: (562) 908-8501
Fax: (562) 692-2240**

Correo Electrónico: DPSSCivilRights@dpss.lacounty.gov

Nota importante:

- La Sección de Derechos Civiles del DPSS asignará un investigador que confirmará por escrito el recibo de su queja.
- Presentar el formulario PA 607 no es necesario para presentar una queja por discriminación; puede presentar una queja por escrito por correo electrónico, una queja verbal por teléfono o informando a cualquier empleado del DPSS para que inicie una queja por discriminación.
- Las represalias están incluidas como clase protegida en la División 21 del CDSS y están prohibidas. Una queja de represalia se describe como cualquier forma de intimidación, amenaza, coacción o discriminación contra cualquier persona que participe en una actividad protegida, como presentar una queja, testificar o participar de cualquier manera en cualquier investigación, procedimiento o audiencia. No es lo mismo que una denuncia por discriminación, pero está prohibida por la División 21 del CDSS.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – SPANISH

County of Los Angeles

Department of Public Social Services

QUEJA POR TRATO DISCRIMINATORIO

Por favor devuelva el formulario completo a:
Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Correo electrónico: DPSSCivilRights@dpss.lacounty.gov
Teléfono: (562) 908-8501
Fax: (562) 692-2240

NOMBRE DEL CASO:

NÚMERO DEL CASO:

Yo, _____, por la presente presento esta queja por trato discriminatorio
(Por favor, escriba su nombre en letra de molde) y pido que se lleve a cabo una investigación.

Yo creo que me han discriminado debido a mi (marque al menos 1 casilla):

<input type="checkbox"/> ORIGEN NACIONAL (incluyendo el idioma)	<input type="checkbox"/> EDAD	<input type="checkbox"/> RELIGIÓN
<input type="checkbox"/> COLOR	<input type="checkbox"/> SEXO	<input type="checkbox"/> AFILIACIÓN POLÍTICA
<input type="checkbox"/> RAZA	<input type="checkbox"/> EXPRESIÓN DE GÉNERO	<input type="checkbox"/> CIUDADANÍA
<input type="checkbox"/> ASCENDENCIA	<input type="checkbox"/> IDENTIDAD DE GÉNERO	<input type="checkbox"/> SITUACIÓN MIGRATORIA
<input type="checkbox"/> IDENTIFICACIÓN DEL GRUPO ÉTNICO	<input type="checkbox"/> ORIENTACIÓN SEXUAL	<input type="checkbox"/> CUALQUIER OTRA BASE APLICABLE:
<input type="checkbox"/> INCAPACIDAD/DISCAPACIDAD FÍSICA O MENTAL	<input type="checkbox"/> ESTADO CIVIL	_____
	<input type="checkbox"/> RELACIÓN DOMÉSTICA	_____
	<input type="checkbox"/> ESTADO DE SALUD	_____
	<input type="checkbox"/> INFORMACIÓN GENÉTICA	_____

Yo creo que la razón por la cual me han discriminado es: _____

FECHA EN QUE OCURRIÓ EL INCIDENTE: _____

NOMBRE(S) Y TÍTULO(S) DE LA(S) PERSONA(S) QUE YO CREO QUE ME HA(N) DISCRIMINADO: _____

LA ACCIÓN, DECISIÓN O CONDICIÓN QUE CAUSÓ QUE YO PRESENTARA ESTA QUEJA ES LA SIGUIENTE: _____

YO DESEO QUE SE TOMA LA SIGUIENTE ACCIÓN CORRECTIVA: _____

Poner iniciales en la línea de arriba si usted da su consentimiento

CONSENTIMIENTO CONCEDIDO – Al poner mis iniciales en esta opción, yo autorizo al Departamento de Servicios Sociales, Sección de Derechos Civiles (CRS) a revelar mi identidad y otra información personal a personas en la organización o institución bajo investigación y a otras agencias federales y estatales de acuerdo con las leyes y regulaciones federales y estatales pertinentes. Por la presente, autorizo a la CRS a recibir material e información incluyendo, pero no limitado a solicitudes, archivos de casos, registros personales y médicos. El material e información serán usados para las actividades autorizadas de cumplimiento y aplicación de los derechos civiles. Entiendo que no estoy obligado a autorizar este permiso y lo hago voluntariamente.

Poner iniciales en la línea de arriba si usted no da su consentimiento.

CONSENTIMIENTO DENEGADO – Yo no doy mi consentimiento para compartir mi nombre u otra información personal que me identifique. Entiendo que esta queja podría **no ser** investigada como resultado de mi negación a dar mi consentimiento para compartir mi información.

(FIRMA)

(FECHA)

DIRECCIÓN: _____

TELÉFONO: _____

PA – 607 (REVISED 5/2023) SPANISH

County of Los Angeles

Department of Public Social Services

ԽՏՐԱԿԱՆ ՎԵՐԱԲԵՐՄՈՒՆԻՔԻ ԲՈՂՈՔԱՐԿՄԱՆ ՁԵՎ

Այս ձևաթուղթը պետք է օգտագործվի Կալիֆորնիայի Սոցիալական ծառայությունների վարչության 21-րդ բաժնում նախատեսված պաշտպանված խմբերից որևէ մեկի նկատմամբ խտրական վերաբերմունքի վերաբերյալ DPSS բողոք ներկայացնելու համար: Ըստ Լոս Անջելեսի մարզի DPSS Քաղաքացիական իրավունքների ձեռնարկի, այս ձևը չի պահանջվում պաշտոնապես խտրականության վերաբերյալ բողոք ներկայացնելու համար:

Դուք կարող եք բողոք ներկայացնել, եթե դուք հավատում եք, որ խտրականության եք ենթարկվել ստորև նշված որևէ պատճառով.

- | | |
|---|--|
| <ul style="list-style-type: none"> • Ազգային ծագում (ներառյալ լեզուն) • Ռասա • Էթնիկ խմբի նույնականացում • Մեռ • Գենդերային ինքնություն • Ամուսնական կարգավիճակ • Բժշկական վիճակ • Կրոն • Հաշմանդամություն (ֆիզիկական կամ հոգեկան) | <ul style="list-style-type: none"> • Մաշկի գույն • Ծագում • Տարիք • Գենդերային արտահայտություն • Մեռական կողմնորոշում • Ներքին գործընկերություն • Գենետիկական տեղեկատվություն • Քաղաքական պատկանելություն • Քաղաքացիություն |
|---|--|

Ցուցումներ.

1. Լրացրե՛ք կցված PA 607 «խտրական վերաբերմունքի վերաբերյալ բողոք» ձևաթուղթը: Անպայման նշեք ձեր անունը, հեռախոսահամարը, փոստային հասցեն, գործի համարը և ենթադրյալ խտրականության նկարագրությունը (անհրաժեշտության դեպքում կցեք լրացուցիչ Լժեր): Ձեր բողոքն անանուն ներկայացնելու համար կարող եք անունի բաժինը դատարկ թողնել, իսկ ստորագրության բաժնում գրել «Անանուն»:
2. Տրամադրեք տեղեկատվություն ենթադրյալ խտրականության խնդիրը լուծելու համար ձեռնարկվելիք ուղղիչ գործողությունների մասին:
3. Ստորագրեք ձեր:
4. Բողոքի ձեր անձամբ ներկայացրեք DPSS-ի ցանկացած գրասենյակ, հեռախոսով, ֆաքսով, էլեկտրոնային փոստով կամ ԱՄՆ փոստով հետևյալ հասցեով.

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240
Email: DPSSCivilRights@dpss.lacounty.gov

Ծանոթագրություն.

- DPSS-ի Քաղաքացիական իրավունքների բաժինը կնշանակի ընկիչ, ով գրավոր կհաստատի ձեր բողոքի ստացումը:
- Խտրականության հայց ներկայացնելու համար PA 607 ներկայացնելը նախապայման չէ, դուք կարող եք գրավոր բողոք ներկայացնել էլեկտրոնային փոստով, բանավոր բողոք հեռախոսով կամ տեղեկացնել DPSS-ի ցանկացած աշխատակցի, որ խտրականության վերաբերյալ բողոք հարուցի:
- Համաձայն CDSS-ի 21-րդ բաժնի պաշտպանված խմբերի հալածանքն արգելված է: Հալածված լինելու բողոքարկումը նկարագրվում է որպես ցանկացած տեսակի ահաբեկման, սպառնալիքների, հարկադրանքների կամ խտրական վերաբերմունքի ցանկացած դրսևորում ընդեմ անձի, ով ներգրավված է պաշտպանված գործունեության մեջ, ինչպիսին է օրինակ բողոք ներկայացնելը, ցուցմունք տալը կամ որևէ տեսակի հետաքննությանը, վարույթի կամ լուումների մասնակցելը: Սա նույնը չէ, ինչ խտրականության բողոքարկումը, այնուամենայնիվ, այն արգելված է CDSS-ի 21-րդ բաժնի համաձայն:

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – ARMENIAN

County of Los Angeles

Department of Public Social Services

ԲՈՂՈՔ ԽՏՐԱԿԱՆ ՎԵՐԱԲԵՐՄՈՒՆՔԻՑ

Խնդրում ենք վերադարձնել լրացված ձեր հետևյալ հասցեով՝
TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746
Էլ. փոստ՝ DPSSCivilRights@dps.lacounty.gov
Հեռախոս՝ (562) 908-8501
Ֆաքս՝ (562) 692-2240

ԳՈՐԾԻ ԱՆՈՒՆԸ

ԳՈՐԾԻ ՀԱՄԱՐԸ

Ես՝ _____, սույնով ներկայացնում եմ զանգառ խտրական վերաբերմունքի և
(Խնդրում ենք գրել ձեր անունը տպատառերով) պահանջում եմ, որ կատարվի հետաքննություն:

Ես հավատում եմ, որ իմ հանդեպ կատարվել է խտրականություն կապված իմ՝

<input type="checkbox"/> ԱԶԳԱՅԻՆ ԾԱԳՈՒՄ (ներառյալ լեզուն)	<input type="checkbox"/> ՏԱՐԻՔ	<input type="checkbox"/> ԲԺՇԿԱԿԱՆ ՊԱՅՄԱՆ
<input type="checkbox"/> ՄԱՇԿԻ ԳՈՒՅՆ	<input type="checkbox"/> ՄԵՌ	<input type="checkbox"/> ԳԵՆԵՏԻԿ ՏԵՂԵԿԱՎՈՒԹՅՈՒՆ
<input type="checkbox"/> ՌԱՍԱ	<input type="checkbox"/> ԳԵՆԴԵՐԱՅԻՆ ԱՐՏԱՀԱՅՏՈՒԹՅՈՒՆ	<input type="checkbox"/> ԿՐՈՆ
<input type="checkbox"/> ԾԱԳՈՒՄ	<input type="checkbox"/> ԳԵՆԴԵՐԱՅԻՆ ԽՔՆՈՒԹՅՈՒՆ	<input type="checkbox"/> ՔԱՂԱՔԱԿԱՆ ՀԱՅՈՑՔՆԵՐ
<input type="checkbox"/> ԷՔՆԻԿ ԽՄԲԻ	<input type="checkbox"/> ՄԵՌԱԿԱՆ ԿՈՂՄՈՐՈՇՈՒՄ	<input type="checkbox"/> ՔԱՂԱՔԱՅԻՆՈՒԹՅՈՒՆ
<input type="checkbox"/> ՆՈՒՑԱԿԱՆԱՑՈՒՄ	<input type="checkbox"/> ԱՄՈՒՄԱԿԱՆ ԿԱՐԳԱՎՈՐՈՒՄ	<input type="checkbox"/> ՆԵՐԳԱՂԹԻ ԿԱՐԳԱՎՈՐՈՒՄ
<input type="checkbox"/> ՖԻԶԻԿԱԿԱՆ ԿԱՄ ՍՏԱՎՈՐ	<input type="checkbox"/> ԱՄՈՒՄԱԿԱՆ ԿԱՐԳԱՎՈՐՈՒՄ	<input type="checkbox"/> ՑԱՆԿԱՅԱԾԱԾ ԱՅԼ ԿԻՐԱՌԵԼԻ ՀԻՄՔ
<input type="checkbox"/> ՀԱՇՄԱՆԴԱՄՈՒԹՅՈՒՆ	<input type="checkbox"/> ՆԵՐՔԻՆ ԳՈՐԾՐԱԿԵՐՈՒԹՅՈՒՆ	

Կարծում եմ, որ ինձ վրեժխնդիր եղան, քանի որ՝ _____

ԴԵՊՔԻ ԱՄՍԱԹԻՎԸ _____

ԱՆՈՒՆԸ(ՆԵՐԸ) ԵՎ ՊԱՅՏՈՒՆ (ՆԵՐԸ) ԱՅՆ ԱՆՁ(ԱՆՁԱՏ), ՈՐԸ(ՈՐՈՒՑ) ԵՄ ՀԱՎԱՅՈՒՄ ԵՄ, ԻՄ ՆԿԱՏՄԱՄԲ ԽՏՐԱԿԱՆՈՒԹՅՈՒՆ Է(ԵՆ) ՑՈՒՑԱԲԵՐԵԼ:

ԳՈՐԾՈՂՈՒԹՅՈՒՆ, ՈՐՈՇՈՒՄԸ ԿԱՄ ՊԱՅՄԱՆԸ, ՈՐԻ ՊԱՏՃԱՌՈՎ ԵՄ ՆԵՐԿԱՅԱՅԻՆԸ, ԵՄ ԻՄ ԳԵՆԴԱՐՈՇ ՀԵՏԵՎՅԱԼՆ Է՝ _____

ՑԱՆԿԱՆՈՒՄ ԵՄ, ՈՐ ՀԵՏԵՎՅԱԼ ՈՒՂԴԻԳ ԳՈՐԾՈՂՈՒԹՅՈՒՆՆԵՐԸ ՉԵՌԱՐԿՎԵՆ՝ _____

Մկրտատառերը վերևի գծի վրա, եթե համաձայն եք
ՀԱՄԱՀԱՅՈՒԹՅՈՒՆՆԵՐԸ ՏՐՎԱԾ Է – Դնելով սկզբնաղբերակը այս տարբերակի վրա, ես լիազորում եմ Մոցիսյան Ծառայությունների Վարչության, Քաղաքացիական Դրավուրների Բաժնին (CRS) բացահայտել իմ ինքնությունը և այլ անձնական տեղեկությունները այդ կազմակերպության աշխատակիցներին կամ քննվող հաստատությանը և այլ ֆեդերալ և նահանգային գործակալություններին, համաձայն կիրառելի ֆեդերալ և նահանգային օրենքների և կանոնակարգերի: Սույնով ես լիազորում եմ CRS ստանալ կոլեքտիվ և տեղեկությունները ներառյալ, բայց չսահմանափակվելով դիմումները, գործերը, անձնական ձայնագրությունները և բժշկական արձանագրությունները: Նյութը և տեղեկությունը պետք է օգտագործվի լիազորված քաղաքացիական իրավաբանների համապատասխանության և իրավական գործունեության համար: Ես հասկանում եմ, որ ինձնից չի պահանջվում թույլատրել այս թողարկումը և ես դա անում եմ կամավոր:

Մկրտատառերը վերևի գծի վրա, եթե համաձայն չեք
ՀԱՄԱՀԱՅՈՒԹՅՈՒՆՆԵՐԸ ՄԵՐԺՎԱԾ Է – Ես չեմ տալիս իմ համաձայնությունը ազատ արձակելու իմ անունը կամ այլ անձնական ինքնության տվյալները: Ես հասկանում եմ, որ այս զանգառը քննության չի ենթարկվի, քանի որ ես հրաժարվում եմ տեղեկությունների արձակման համար իմ համաձայնությունը տալ:

(ՍՏՈՐԱԳՐՈՒԹՅՈՒՆ) _____ (ԱՄՍԱԹԻՎ) _____
ՀԱՄԱՅՆ _____
ՀԵՌԱՌՈՍ _____

County of Los Angeles

Department of Public Social Services

សំណៅការដាក់ពាក្យបណ្តឹងអំពីការប្រកាន់រើសអើង (ពូជសាសន៍ ភេទ ។ល។)
(COMPLAINT OF DISCRIMINATORY TREATMENT FORM)

សំណៅនេះត្រូវបានប្រើដើម្បីដាក់ពាក្យបណ្តឹងទៅក្រសួងសង្គមកិច្ចសាធារណៈ (DPSS) អំពីការប្រកាន់រើសអើង (ពូជសាសន៍ ភេទ ។ល។) សំណៅការរំលោភបំពានលើប្រភេទនៃថ្នាក់ការពារណាមួយ ដែលបានកំណត់ការពារក្រោមច្បាប់របស់ក្រសួងសង្គមកិច្ចនៃរដ្ឋ កាលីហ្វ័រនីញ៉ាផ្នែកទី 21 ។ យោងទៅតាមសៀវភៅណែនាំស្តីពីសិទ្ធិមនុស្សរបស់ DPSS នៃខោនធីឡូសអ៊ិនយ៉ែរស៍ សំណៅនេះ មិនត្រូវបានគម្របដណ្តប់ដោយការដើម្បីដាក់ពាក្យបណ្តឹងអំពីការប្រកាន់រើសអើង (ពូជសាសន៍ ភេទ ។ល។) ទេ។ អ្នកអាចដាក់ពាក្យបណ្តឹង ប្រសិនបើអ្នកមានអារម្មណ៍ថា អ្នកត្រូវបានគេរើសអើងដោយសារតែ៖

- សញ្ជាតិដើម (រួមទាំងភាសា)
- ជាតិសាសន៍
- ការកំណត់សម្គាល់នៃក្រុមជាតិពន្ធុ
- ភេទ
- អត្តសញ្ញាណនៃយើងខ្ញុំ
- ភាពមានគ្រួសារ ឬនៅលីវ
- ស្ថានភាពសុខភាព
- សាសនា
- ពិការភាព (រាងកាយ ឬសតិអារម្មណ៍)
- ស្ថានភាពអន្តោប្រវេសន៍
- ពណ៌សម្បុរ
- ពូជពង្ស
- អាយុ
- ការសម្តែងមនោសញ្ចេតនានៃយើងខ្ញុំ
- ចំណូលចិត្តលើភេទ
- ភាពជាដៃគូដោយមិនបាច់រៀបការ
- ព័ត៌មានអំពីហ្វេន
- ការចូលជាសមាជិកគណៈបក្សនយោបាយ
- ភាពជាពលរដ្ឋ ឬសញ្ជាតិ
- គ្រឹះមូលដ្ឋានដែលទាក់ទងណាមួយផ្សេងទៀត

សេចក្តីណែនាំ:

1. បំពេញសំណៅ PA 607 ដែលបានភ្ជាប់មកជាមួយ ពាក្យបណ្តឹងអំពីការប្រកាន់រើសអើង (ពូជសាសន៍ ភេទ ។ល។) ។ សូមឱ្យប្រាកដថាអ្នកបានបញ្ចូលឈ្មោះ លេខទូរស័ព្ទ អាសយដ្ឋានប្រៃសណីយ៍ លេខសំណុំរឿង និង ការពិពណ៌នាអំពី ការប្រកាន់រើសអើងដែលត្រូវបានចោទប្រកាន់ (ភ្ជាប់ទំព័របន្ថែមប្រសិនបើចាំបាច់) ។ ដើម្បីដាក់ពាក្យបណ្តឹងរបស់អ្នកដោយ អនាមិក អ្នកអាចទុកផ្នែកឈ្មោះឱ្យនៅទំនេរ ហើយសរសេរ "អនាមិក" នៅក្នុងផ្នែកហត្ថលេខា។
2. ផ្តល់នូវសកម្មភាពកែតម្រូវដែលនឹងត្រូវបានស្នើសុំ ដើម្បីដោះស្រាយការប្រកាន់រើសអើងដែលត្រូវបានចោទប្រកាន់។
3. ចុះហត្ថលេខាលើសំណៅ។
4. ដាក់ពាក្យបណ្តឹងដោយទៅជួបគេផ្ទាល់នៅការិយាល័យ DPSS ណាមួយ តាមទូរស័ព្ទ ទូរសារ អ៊ីមែល ឬដោយផ្ញើសំណៅ ការដាក់ពាក្យបណ្តឹងមកតាមប្រៃសណីយ៍របស់សហរដ្ឋអាមេរិកទៅអាសយដ្ឋានខាងក្រោម៖

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240
Email: DPSSCivilRights@dpss.lacounty.gov

សូមចងចាំ:

- អង្គភាពផ្នែកសិទ្ធិមនុស្សរបស់ DPSS នឹងចាត់តាំងអ្នករស្មីបង្កើតម្នាក់ ដែលនឹងជូនដំណឹងទៅអ្នកថាគេបានទទួល ពាក្យបណ្តឹងរបស់អ្នកជាលាយលក្ខណ៍អក្សរ។
- ការដាក់ស្នើសំណៅ PA 607 មិនមែនជាប្រការក្នុងការដាក់របាយការណ៍នៃការប្រកាន់រើសអើងនោះទេ។ អ្នកអាច ដាក់ពាក្យបណ្តឹងជាលាយលក្ខណ៍អក្សរតាមអ៊ីមែល ដាក់ពាក្យបណ្តឹងដោយផ្ទាល់មាត់ តាមទូរស័ព្ទ ឬដោយជូនដំណឹង ដល់បុគ្គលិក DPSS ណាម្នាក់ ដើម្បីចាប់ផ្តើមដាក់ពាក្យបណ្តឹងអំពីការប្រកាន់រើសអើង។
- ការសងសឹកត្រូវបានរួមបញ្ចូលជាសកម្មភាពដែលបានការពារក្រោមច្បាប់របស់ CDSS ផ្នែកទី 21 ហើយត្រូវបានហាម ឃាត់។ ពាក្យបណ្តឹងដោយការសងសឹកត្រូវបានពិពណ៌នាថាជាទម្រង់នៃការបំភិតបំភ័យ ការគំរាមកំហែង ការបង្ខិតបង្ខំ ឬការប្រកាន់រើសអើងដោយបុគ្គលណាម្នាក់ដែលចូលរួមក្នុងសកម្មភាពដែលត្រូវបានការពារ ដូចជាការដាក់ពាក្យបណ្តឹង ការផ្តល់សក្ខីកម្ម ឬការចូលរួមក្នុងលក្ខណៈណាមួយនៅក្នុងការស៊ើបអង្កេត ដំណើរការ ឬសវនាការ។ នេះមិនផ្តល់នូវ ពាក្យបណ្តឹងរើសអើងទេ ទោះជាយ៉ាងណាក៏ដោយ ក៏ត្រូវបានហាមឃាត់ក្រោមច្បាប់របស់ CDSS ផ្នែកទី 21 ។

COMPLAINT OF DISCRIMINATORY TREATMENT FORM - CAMBODIAN

County of Los Angeles

Department of Public Social Services

សេចក្តីព័ត៌មានអំពីការប្រកាន់រើសអើង (ពូជសាសន៍ ភេទ ។ល។)

សូមផ្ញើសំណៅដែលបានបំពេញចប់សព្វគ្រប់នេះត្រឡប់ទៅអាសយដ្ឋានខាងក្រោម៖

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

អ៊ីមែល : DPSSCivilRights@dpss.lacounty.gov

ទូរស័ព្ទ : (562) 908-8501

ទូរសារ : (562) 692-2240

ឈ្មោះសំណុំរឿង:

លេខសំណុំរឿង:

ខ្ញុំ, _____, តាមរយៈនេះ ធ្វើការព្រមានអំពីការប្រកាន់រើសអើង (ពូជសាសន៍ ភេទ ។ល។)
(សូមសរសេរឈ្មោះរបស់អ្នកជាអក្សរពុម្ព) ហើយ ស្នើសុំឲ្យមានការស៊ើបអង្កេតមួយ។

ខ្ញុំជឿថា ខ្ញុំត្រូវបានធ្វើការប្រកាន់រើសអើង ដោយសារ៖

<input type="checkbox"/> សញ្ជាតិដើម (រួមទាំងភាសា)	<input type="checkbox"/> អាយុ	<input type="checkbox"/> ព័ត៌មានអំពីហ្វែន
<input type="checkbox"/> ពណ៌សម្បុរ	<input type="checkbox"/> ភេទ	<input type="checkbox"/> សាសនា
<input type="checkbox"/> ជាតិសាសន៍	<input type="checkbox"/> ការសម្តែងមនោសញ្ចេតនានៃយេនឌ័រ	<input type="checkbox"/> ការចូលជាសមាជិកគណៈបក្សនយោបាយ
<input type="checkbox"/> ពូជពង្ស	<input type="checkbox"/> អត្តសញ្ញាណនៃយេនឌ័រ	<input type="checkbox"/> ភាពជាពលរដ្ឋ ឬសញ្ជាតិ
<input type="checkbox"/> ការកំណត់សម្គាល់នៃក្រុមជាតិពន្ធុ	<input type="checkbox"/> ចំណូលចិត្តស៊ីភេទ	<input type="checkbox"/> ស្ថានភាពអន្តោប្រវេសន៍
<input type="checkbox"/> ពិការភាពផ្នែករាងកាយ ឬផ្នែកសតិការម្មណ៍	<input type="checkbox"/> ភាពជាដៃគូដោយមិនបាច់រៀបការ	<input type="checkbox"/> គ្រឹះមូលដ្ឋានដែលទាក់ទងនាមួយផ្សេងទៀត៖
<input type="checkbox"/> ស្ថានភាពសុខភាព		

ខ្ញុំជឿថាខ្ញុំត្រូវបានគេសងសឹកដោយសារតែ៖ _____

កាលបរិច្ឆេទដែលការប្រកាន់រើសអើងបានកើតឡើង៖ _____

ឈ្មោះ និង មុខងាររបស់បុគ្គលិកដែលខ្ញុំជឿថា បានធ្វើការប្រកាន់រើសអើងចំពោះខ្ញុំ៖ _____

ទង្វើ ការសម្រេចចិត្ត ឬ ស្ថានភាពណាដែលនាំឱ្យខ្ញុំធ្វើការព្រមាននោះមាននៅខាងក្រោមនេះ៖ _____

ខ្ញុំមានបំណងចង់បានការកែតម្រូវដូចតទៅ៖ _____

ការយល់ព្រមឱ្យបញ្ចេញព័ត៌មាន – ដោយចុះហត្ថលេខាសង្ខេបលើព័ត៌មាននេះ ខ្ញុំអនុញ្ញាតឱ្យអង្គភាពផ្នែកសិទ្ធិមនុស្ស (CRS) នៃស្ថាប័នសង្គមកិច្ចសាធារណៈ បញ្ចេញឱ្យដឹងនូវអត្តសញ្ញាណ និងព័ត៌មានផ្ទាល់ខ្លួនដទៃទៀតរបស់ខ្ញុំ ទៅឱ្យបុគ្គលិក នៅអង្គការ ឬស្ថាប័នដែលធ្វើការស៊ើបអង្កេត និង ទៅឱ្យក្រសួងពាក់ព័ន្ធដទៃទៀតនៃសហព័ន្ធ និង រដ្ឋ ដោយអនុលោមទៅតាមច្បាប់ និង បទបញ្ញត្តិនៃសហព័ន្ធ និង រដ្ឋដែលអាចយកមកអនុវត្តបាន។ ខ្ញុំ តាមរយៈនេះ អនុញ្ញាតឱ្យអង្គភាពផ្នែកសិទ្ធិមនុស្ស (CRS) យកឯកសារនិងព័ត៌មាន រួមមាន ប៉ុន្តែ មិនកំរិតត្រឹមតែ ក្រដាសដាក់ពាក្យសុំ បញ្ជីរសំណុំរឿង កំណត់ត្រាព័ត៌មានផ្ទាល់ខ្លួន និងកំណត់ត្រាពេទ្យប៉ុណ្ណោះទេ។ ឯកសារនិងព័ត៌មាន នឹងយកមកប្រើសំរាប់តែកិច្ចការទាក់ទងនឹងការគោរពសិទ្ធិមនុស្ស និងសកម្មភាពឱ្យប្រតិបត្តិតាមគោលការណ៍នៃច្បាប់សិទ្ធិមនុស្សតែប៉ុណ្ណោះ។ ខ្ញុំយល់ថា ខ្ញុំមិនត្រូវបានគេតម្រូវឲ្យយល់ព្រមក្នុងការបញ្ចេញព័ត៌មាននេះទេ និងខ្ញុំធ្វើដូច្នេះ ដោយស្ម័គ្រចិត្ត។

ការបដិសេធមិនឱ្យបញ្ចេញព័ត៌មាន – ខ្ញុំមិនអនុញ្ញាតឱ្យបញ្ចេញឈ្មោះ ឬ ព័ត៌មានផ្ទាល់ខ្លួនដទៃទៀតទាក់ទងនឹងអត្តសញ្ញាណរបស់ខ្ញុំទេ។ ខ្ញុំយល់ថា សេចក្តីព័ត៌មានអំពីការប្រកាន់រើសអើងនេះប្រហែលជាមិនត្រូវយកមកស៊ើបអង្កេតទេ ដោយសារតែការបដិសេធលើបន្ទាត់ខាងលើ លើបដិសេធរបស់ខ្ញុំលើការបញ្ចេញព័ត៌មាននេះ។
មិនព្រមឱ្យបញ្ចេញព័ត៌មាន។

_____ អាសយដ្ឋាន៖ _____
(ហត្ថលេខា) (ថ្ងៃច័ន្ទ) _____
_____ លេខទូរស័ព្ទ៖ _____

PA – 607 (REVISED 5/2023) CAMBODIAN

County of Los Angeles

Department of Public Social Services

受到歧視待遇的投訴表格

本表格是用於提出歧視投訴，指控 DPSS 區別對待在加州社會服務部第 21 部分所涵蓋的任何受保護類別群組。洛杉磯縣的 DPSS 民權手冊並沒有要求你必須提交這份表格來正式提出歧視投訴。

如果你認為自己因以下原因而受到歧視，你可以提出投訴：

- 國籍 (包括語言)
- 種族
- 民族認同
- 性別
- 性別認同
- 婚姻狀況
- 醫療狀況
- 宗教
- 殘疾 (身體或精神上)
- 移民身份
- 膚色
- 祖籍
- 年齡
- 性別表達
- 性取向
- 家庭伴侶關係
- 遺傳信息
- 政治派別
- 移民身份
- 任何其他適用的依據

指引：

1. 請填寫隨附的 PA 607 表格「受到歧視待遇的投訴」。請務必提供你的姓名、電話號碼、郵寄地址、個案號碼以及描述所指控的歧視行為 (如有需要，請附上額外的頁面)。如果要匿名提交你的投訴，你可以在姓名部分留空並在簽名部分寫上「匿名」。
2. 請提供你要求的糾正措施，以解決你所提出的歧視指控。
3. 請簽署表格。
4. 請親自到任何 DPSS 辦事處或通過電話、傳真、電子郵件方式提交投訴表格，或者通過美國郵政將投訴表格寄回至以下地址：

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
電話號碼：(562) 908-8501
傳真號碼：(562) 692-2240

電子郵件地址：DPSSCivilRights@dpss.lacounty.gov

請注意：

- DPSS 民權部將會指派一位調查員給你，調查員將會以書面形式確認收到你的投訴。
- 你並沒有被要求必須提交 PA 607 來報告歧視事件；你可以通過電子郵件方式提出書面投訴，也可以通過電話方式提出口頭投訴，或者通知任何 DPSS 工作人員以開始調查歧視投訴。
- 報復行為被列為 CDSS 第 21 部分的受保護活動，這種行為是被禁止的。報復投訴是指對任何進行受保護活動的人士作出任何形式的恐嚇、威脅、脅迫或歧視的行為，受保護的活動包括提出投訴、作證或以任何方式參與任何調查、訴訟或聽證會的活動。報復投訴是與歧視投訴不一樣，但根據 CDSS 第 21 部分的規定，報復行為是被禁止的。

COMPLAINT OF DISCRIMINATORY TREATMENT FORM - CHINESE

County of Los Angeles

Department of Public Social Services

受到歧視待遇的投訴

請將填妥的表格交回至:

Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
電子郵件地址: DPSSCivilRights@dpss.lacounty.gov
電話號碼: (562) 908-8501
傳真號碼: (562) 692-2240

個案姓名:

個案號碼:

我, _____, 在此提出受到歧視待遇的投訴, 並且要求進行調查。
(請用正楷填寫你的姓名)

我認為我受到歧視, 因為我的 (請勾選至少一個方格):

<input type="checkbox"/> 國籍 (包括語言)	<input type="checkbox"/> 年齡	<input type="checkbox"/> 宗教
<input type="checkbox"/> 膚色	<input type="checkbox"/> 性別表達	<input type="checkbox"/> 政治派別
<input type="checkbox"/> 種族	<input type="checkbox"/> 性別認同	<input type="checkbox"/> 公民身份
<input type="checkbox"/> 祖籍	<input type="checkbox"/> 性取向	<input type="checkbox"/> 移民身份
<input type="checkbox"/> 民族認同	<input type="checkbox"/> 婚姻狀況	<input type="checkbox"/> 任何其他適用的依據:
<input type="checkbox"/> 身體或精神上的殘疾	<input type="checkbox"/> 家庭伴侶關係	
	<input type="checkbox"/> 醫療狀況	
	<input type="checkbox"/> 遺傳信息	

我認為我被報復的原因是: _____

事件發生的日期: _____

我認為歧視我的人的姓名和職位名稱是: _____

導致我提出此投訴的行動、決定或情況如下: _____

我希望有以下糾正的措施: _____

如果你給予同意, 請在劃線上簽署姓名首字母。
同意授予— 通過簽署這個選項, 我授權公共社會服務局民權部 (CRS) 按照適用的聯邦和州政府法律和法規向接受調查的組織或機構人員以及其他的聯邦和州政府機構透露我的身份和其他個人資料。我在此授權 CRS 接受文件和資料, 包括但並不限於申請表、個案檔案, 個人記錄和醫療記錄。這些文件和資料必須用於授權的民權合規和執法活動。我瞭解我並非必須授權此項透露, 我是自願這樣做的。

如果你拒絕給予同意, 請在劃線上簽署姓名首字母。
拒絕給予同意— 我不同意透露我的姓名或其他個人身份資料。我瞭解, 此投訴可能由於我拒絕給予同意透露我的資料而無法進行調查。

(簽署姓名)

(簽署日期)

地址: _____

電話: _____

PA - 607 (REVISED 5/2023) CHINESE

County of Los Angeles

Department of Public Social Services

فرم شکایت در مورد برخورد تبعیض‌آمیز

این فرم برای استفاده در ثبت شکایت نزد DPSS در خصوص رفتار تبعیض‌آمیز برای نقض حقوق هرکدام از گروه‌های تحت پوشش بخش 21 دپارتمان خدمات اجتماعی کالیفرنیا در نظر گرفته شده است. طبق دفترچه راهنمای حقوق مدنی DPSS شهرستان لس‌آنجلس، پرکردن این فرم برای ثبت رسمی شکایت در مورد تبعیض الزامی نیست.

چنانچه احساس می‌کنید به‌دلایلی که در ذیل آمده است مورد تبعیض قرار گرفته‌اید، می‌توانید شکایتان را ثبت کنید.

- | | |
|---------------------------|-----------------------------|
| • ملیت اولیه (شامل زبان) | • رنگ |
| • نژاد | • اصل و نسب |
| • تعلق به گروه قومی | • سن |
| • جنس | • بروز جنسیت |
| • هویت جنسیتی | • گرایش جنسی |
| • وضعیت تأهل | • هم‌خانگی قانونی |
| • وضعیت پزشکی | • اطلاعات ژنتیک |
| • مذهب | • وابستگی سیاسی |
| • معلولیت (جسمی یا روانی) | • شهروندی |
| • وضعیت مهاجرتی | • هرگونه دلیل قابل ذکر دیگر |

دستورالعمل‌ها:

1. فرم پیوست به شماره PA 607، شکایت در مورد برخورد تبعیض‌آمیز، را تکمیل کنید. مطمئن شوید که نام، شماره تلفن، نشانی پستی، شماره پرونده و توضیحی در مورد تبعیض ادعا شده (در صورت نیاز، صفحات بیشتری پیوست کنید) را در آن درج کرده‌اید. در صورت ارسال شکایتان به‌صورت ناشناس، قسمت نام را خالی بگذارید و در قسمت امضا بنویسید «ناشناس».
2. اقدامات اصلاحی درخواست‌شده برای رفع تبعیض مورد ادعا را ارائه کنید.
3. فرم را امضا کنید.
4. فرم شکایت را به‌صورت حضوری، تلفنی، توسط فکس، یا ایمیل به هر کدام از دفاتر IHSS ارسال و یا به نشانی زیر پست کنید:

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240
Email: DPSSCivilRights@dpss.lacounty.gov

لطفاً توجه کنید:

- بخش حقوق مدنی DPSS یک بازرس تعیین می‌کند که دریافت شکایت شما را کتباً تأیید خواهد کرد.
- برای گزارش کردن یک تبعیض، ارسال فرم PA 607 ضروری نیست؛ می‌توانید با ارسال ایمیل یک شکایت کتبی ثبت کنید، از طریق تلفن یک شکایت شفاهی ثبت کنید یا برای شروع شکایت در مورد تبعیض به یکی از کارمندان DPSS اطلاع دهید.
- رفتار تلافی‌جویانه مشمول فعالیت‌های تحت پوشش بخش 21 قانون CDSS و ممنوع است. رفتار تلافی‌جویانه، به‌صورت هرگونه ارعاب، تهدید، اجبار یا تبعیض علیه افرادی تعریف می‌شود که در فعالیتهای تحت پوشش مانند ثبت شکایت، شهادت در دادگاه، شرکت در تحقیقات، رسیدگی‌ها یا دادرسی‌ها، به هر نحو ممکن مشارکت دارند. این موضوع، با موارد مربوط به تبعیض یکی نیست، با این‌حال تحت بخش 21 قانون CDSS ممنوع است.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM - FARSI

County of Los Angeles

Department of Public Social Services

شکایت در مورد برخورد تبعیض آمیز

لطفاً فرم تکمیل شده را به این نشانی عودت دهید:

Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
DPSSCivilRights@dps.lacounty.gov ایمیل:
تلفن: (562) 908-8501
فکس: (562) 692-2240

نام پرونده:

شماره پرونده:

اینجانب، _____، بدینوسیله این شکایت مربوط به برخورد تبعیض آمیز را ثبت می‌کنم و استدعا دارم که موضوع مورد بررسی قرار گیرد. (لطفاً نام خود را درج کنید)

من معتقدم که به علت داشتن ویژگی(های) زیر مورد تبعیض قرار گرفته‌ام (دستکم یک چارخه را علامت بزنید):

<input type="checkbox"/> سن	<input type="checkbox"/> ملیت اولیه (شامل زبان)
<input type="checkbox"/> جنس	<input type="checkbox"/> رنگ
<input type="checkbox"/> بروز جنسیت	<input type="checkbox"/> نژاد
<input type="checkbox"/> هویت جنسیتی	<input type="checkbox"/> اصل و نسب
<input type="checkbox"/> گرایش جنسی	<input type="checkbox"/> تعلق به گروه قومی
<input type="checkbox"/> وضعیت تاهل	<input type="checkbox"/> معلولیت جسمی یا روانی
<input type="checkbox"/> همجنسگویی قانونی	
<input type="checkbox"/> وضعیت پزشکی	
<input type="checkbox"/> اطلاعات ژنتیک	
<input type="checkbox"/> مذهب	
<input type="checkbox"/> وابستگی سیاسی	
<input type="checkbox"/> شهروندی	
<input type="checkbox"/> وضعیت مهاجرتی	
<input type="checkbox"/> هرگونه دلیل قابل ذکر دیگر:	

من فکر می‌کنم به این علت مورد تلافی‌جویی قرار گرفته‌ام که:

تاریخ وقوع: _____
نام(ها) و عنوان(های) شخص(اشخاص)ی که معتقدم از سوی آن(ان) مورد تبعیض قرار گرفته‌ام: _____

اقدام، تصمیم، یا شرایطی که باعث شد من این شکایت را ثبت کنم به شرح زیر است:

اینجانب خواستار اقدامات اصلاحی زیر انجام شود:

اعلام رضایت - با پاراف این گزینه، من به اداره خدمات فراگیر اجتماعی، بخش حقوق مدنی (CRS) اجازه می‌دهم که مطابق با قوانین و مقررات مرتبط فدرال و ایالتی، هویت و سایر اطلاعات شخصی مرا در اختیار سازمان یا نهاد تحت بررسی و دیگر آژانس‌های فدرال و ایالتی قرار دهد. من بدینوسیله به CRS اجازه می‌دهم مدارک و اطلاعات اینجانب شامل، ولی نه محدود به، تقاضانامه، اوراق پرونده، موافق شخصی و پزشکی را دریافت کند. مدارک و اطلاعات باید برای فعالیت‌های بخش حقوق مدنی در خصوص رعایت و اجرای مقررات مورد استفاده قرار گیرند. من درک می‌کنم که مجبور به دادن این اجازه نیستم و این کار را داوطلبانه انجام می‌دهم.

اگر راضی هستید،
حروف اول نام و نام خانوادگی
خود را بر روی خط بنویسید
(پاراف کنید)

اعلام عدم رضایت - من رضایت نمی‌دهم که نام یا سایر اطلاعات شخصی من در اختیار کسی قرار گیرد. من درک می‌کنم که این شکایت ممکن است، به علت عدم رضایت من در مورد انتشار اطلاعاتم، بررسی نشود.

اگر راضی نیستید،
حروف اول نام و نام خانوادگی
خود را بر روی خط بنویسید.
(پاراف کنید)

نشانی:

(تاریخ)

(امضا)

شماره تلفن:

PA - 607 (REVISED 5/2023) FARSI

County of Los Angeles

Department of Public Social Services

차별 대우 불만 양식

이 양식은 캘리포니아 사회복지부 부문 21 에서 다루는 보호 대상에 대한 위반에 대해 DPSS 에 차별 대우 불만을 제기하는 데 사용됩니다. 로스앤젤레스 카운티 DPSS 인권 안내서에 따라 차별에 대한 불만을 제기하는 데 이 양식을 공식적으로 요구하지 않습니다.

다음과 같은 이유로 차별을 받았다고 생각하시면 불만을 제기할 수 있습니다:

- | | |
|-------------------|---------------|
| • 국적 (언어 포함) | • 피부색 |
| • 인종 | • 혈통 |
| • 민족 그룹 정체성 | • 연령 |
| • 성별 | • 성별 표현 |
| • 성 정체성 | • 성적 취향 |
| • 결혼 상태 | • 동거 관계 |
| • 건강 상태 | • 유전 정보 |
| • 종교 | • 정당 관계 |
| • 장애 (신체적 또는 정신적) | • 시민권 |
| • 이민 신분 | • 기타 다른 적용 기준 |

1. 첨부된 PA 607, 차별 대우에 대한 불만, 양식을 작성하십시오. 당신의 이름, 전화 번호, 우편 주소, 케이스 번호 및 당신이 주장하는 차별에 대한 설명을 반드시 포함하십시오. (필요한 경우 추가 페이지 첨부) 당신의 불만을 익명으로 제출하려면 이름 기입란은 공백으로 남기시고 서명란에는 "익명"이라고 쓰십시오.
2. 주장하시는 차별을 해결하기 위해 요청하시는 시정 조치에 대해 말씀해 주십시오.
3. 양식에 서명하십시오.
4. 불만 양식은 DPSS 사무소를 직접 방문해서 제출하거나, 전화, 팩스, 이메일, 또는 다음 주소로 미국 우편으로 제출하십시오:

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240
Email: DPSSCivilRights@dpss.lacounty.gov

참고하십시오:

- DPSS 인권 부서에서 조사관을 지정할 것이며 그 담당 조사관이 서면으로 당신의 불만 접수를 알려 드릴 것입니다.
- 차별에 대한 보고서를 제출하기 위해 PA 607 를 반드시 제출해야 하는 것은 아닙니다. 이메일을 통해 서면으로 또는 전화해서 구두로 불만을 제기하거나, DPSS 직원에게 알려 차별에 대한 불만을 추진하게 하여 제기할 수 있습니다.
- 보복은 CDSS 부문 21 하에 보호 활동으로 포함되며 금지됩니다. 보복 불만은 모든 조사, 절차 또는 청문회에서 어떤 방식으로든 불만을 제기, 증언 또는 참여하는 것과 같은 보호 활동에 관련한 어떤 개인에 대한 모든 형태의 협박, 위협, 강요 또는 차별에 대한 것입니다. 이는 차별 불만과 동일하지는 않지만 CDSS 부문 21 에 따라 금지됩니다.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM - KOREAN

County of Los Angeles

Department of Public Social Services

차별 대우에 대한 불만

작성완료한 양식을 다음 주소로 돌려보내 주십시오:
Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
이메일: DPSSCivilRights@dpss.lacounty.gov
전화: (562) 908-8501
팩스: (562) 692-2240

CASE NAME:

CASE NUMBER:

본인, _____ 는/은, 이로써 차별 대우에 대한 불만을 제출하며 조사를 진행해
(당신의 이름을 인쇄체로 적으십시오.) 주시기를 원합니다.

본인은 다음과 같은 이유로 차별 대우를 받았다고 믿습니다 (적어도 네모칸 하나에 체크표시 하십시오):

- | | | |
|---|--------------------------------|---------------------------------------|
| <input type="checkbox"/> 국적 (언어 포함) | <input type="checkbox"/> 연령 | <input type="checkbox"/> 유전 정보 |
| <input type="checkbox"/> 피부색 | <input type="checkbox"/> 성별 표현 | <input type="checkbox"/> 종교 |
| <input type="checkbox"/> 인종 | <input type="checkbox"/> 성 정체성 | <input type="checkbox"/> 정당 관계 |
| <input type="checkbox"/> 혈통 | <input type="checkbox"/> 성적 취향 | <input type="checkbox"/> 시민권 |
| <input type="checkbox"/> 민족 그룹 정체성 | <input type="checkbox"/> 결혼 상태 | <input type="checkbox"/> 이민 신분 |
| <input type="checkbox"/> 신체 장애 또는 정신 장애 | <input type="checkbox"/> 동거 관계 | <input type="checkbox"/> 기타 다른 적용 기준: |
| | <input type="checkbox"/> 건강 상태 | _____ |

본인은 다음 이유로 보복당했다고 믿습니다: _____

발생 날짜: _____

본인을 차별 대우한 사람의 이름(들) 과 직위(들): _____

본인이 불만을 제기하게 된 조치, 결정 또는 상황은 다음과 같습니다: _____

본인은 다음과 같은 시정 조치가 취해지기를 바랍니다: _____

동의 승인 - 이 선택에 약식으로 서명함으로써, 본인은 해당 연방 및 주법과 규정에 따라 조사 중에 있는
동의를 하면, 단체 또는 기관 사람들과 다른 연방 및 주정부 기관에 본인의 신분 및 개인 정보를 양도할 수 있는 권한을
줄 위에 사회복지국, 민권 부서에 위임합니다. 본인은 이로써 민권 부서에, 신청서에만 국한되지 않고, 케이스 파일,
약식 서명 개인 기록 및 의료 기록을 포함한 자료 및 정보를 얻을 수 있는 권한을 위임합니다. 자료 및 정보는 위임된
민권 준수 및 집행 활동에만 사용되어야 합니다. 본인은 정보 양도를 위임하도록 요구받지 않았으며 자발적
으로 그렇게 한 것임을 이해합니다.

동의 거부 - 본인은 본인의 이름 또는 다른 개인 신상 정보를 양도하는 것에 동의하지 않습니다. 본인은
동의를 하지, 정보 양도에 대한 본인의 동의의 거부로 인해 이 불만 사항을 조사하지 않을 수도 있다는 것을 이해합니다.
않는다면 줄 위에
약식 서명

(서명)

(날짜)

주소: _____

전화: _____

PA - 607 (REVISED 5/2023) KOREAN

County of Los Angeles

Department of Public Social Services

ФОРМА ЖАЛОБЫ О ДИСКРИМИНАЦИОННОМ ОБРАЩЕНИИ

Эта форма предназначена для подачи жалобы в DPSS о дискриминационном обращении в связи с нарушениями в отношении любого из защищенных категорий, предусмотренных Отделом 21 Управления социального обслуживания штата Калифорния. Согласно Руководству по гражданским правам DPSS округа Лос-Анджелес, данная форма не является обязательной для официальной подачи жалобы на дискриминацию.

Вы можете подать жалобу, если считаете, что вас дискриминировали по причине вашего:

- Национального происхождения (включая язык)
- Расы
- Идентификации этнической группы
- Пола
- Гендерной идентификации
- Семейного положения
- Состояния здоровья
- Религии
- Инвалидности (физической или психической)
- Иммиграционного статуса.
- Цвета кожи
- Социального происхождения
- Возраста
- Гендерного самовыражения
- Сексуальной ориентации
- Домашнего партнерства
- Генетической информации
- Политической принадлежности
- Гражданства
- Любого другого применимого основания.

Инструкции:

1. Заполните прилагаемую форму PA 607 - Жалоба о дискриминационном обращении (Complaint of Discriminatory Treatment). Не забудьте указать свое имя, номер телефона, почтовый адрес, номер дела и описание предполагаемой дискриминации (при необходимости, приложите дополнительные страницы). Чтобы подать жалобу анонимно, вы можете оставить раздел для указания имени пустым, а в разделе для подписи написать "Анонимно".
2. Укажите запрашиваемые меры по исправлению проблемы предполагаемой дискриминации.
3. Подпишите форму.
4. Подайте форму жалобы лично в любое отделение DPSS, по телефону, факсу, электронной почте или по почте США по адресу:

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240
Email: DPSSCivilRights@dpss.lacounty.gov

Обратите, пожалуйста, внимание:

- Отдел по гражданским правам DPSS назначит следователя, который подтвердит в письменном виде получение вашей жалобы.
- Подача PA 607 не является обязательным условием для подачи заявления о дискриминации; вы можете подать письменную жалобу по электронной почте, устную жалобу по телефону или сообщив любому сотруднику DPSS, чтобы инициировать жалобу о дискриминации.
- Применение ответных мер включено в число защищенных видов деятельности в соответствии с Разделом 21 CDSS и запрещено. Жалоба о применении ответных мер определяется как любая форма запугивания, угроз, принуждения или дискриминации в отношении любого лица, участвующего в защищенной деятельности, такой как подача жалобы, дача показаний или участие каким-либо образом в любом расследовании, разбирательстве или слушании. Это не то же самое, что жалоба на дискриминацию, однако, это запрещено в соответствии с Разделом 21 CDSS.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – RUSSIAN

County of Los Angeles

Department of Public Social Services

ЖАЛОБА О ДИСКРИМИНАЦИОННОМ ОБРАЩЕНИИ

Пожалуйста, верните заполненную форму в:
Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Электронная почта: DPSSCivilRights@dpss.lacounty.gov
Телефон: (562) 908-8501
Факс: (562) 692-2240

ИМЯ ДЕЛА:

НОМЕР ДЕЛА:

Я, _____, настоящим подаю жалобу на дискриминационное обращение
(Пожалуйста, напишите ваше имя печатными буквами) и прошу провести расследование.

Я считаю, что меня дискриминировали из-за моего (отметьте как минимум 1 пункт):

<input type="checkbox"/> НАЦИОНАЛЬНОЕ ПРОИСХОЖДЕНИЕ (включая язык)	<input type="checkbox"/> ВОЗРАСТ	<input type="checkbox"/> ГЕНЕТИЧЕСКАЯ ИНФОРМАЦИЯ
<input type="checkbox"/> ЦВЕТ КОЖИ	<input type="checkbox"/> ПОЛ	<input type="checkbox"/> РЕЛИГИЯ
<input type="checkbox"/> РАСОВАЯ ПРИНАДЛЕЖНОСТЬ	<input type="checkbox"/> ГЕНДЕРНОЕ САМОВЫРАЖЕНИЕ	<input type="checkbox"/> ПОЛИТИЧЕСКАЯ ПРИНАДЛЕЖНОСТЬ
<input type="checkbox"/> СОЦИАЛЬНОЕ ПРОИСХОЖДЕНИЕ	<input type="checkbox"/> ГЕНДЕРНАЯ ИДЕНТИФИКАЦИЯ	<input type="checkbox"/> ГРАЖДАНСТВО
<input type="checkbox"/> ИДЕНТИФИКАЦИЯ ЭТНИЧЕСКОЙ ГРУППЫ	<input type="checkbox"/> СЕКСУАЛЬНАЯ ОРИЕНТАЦИЯ	<input type="checkbox"/> ИММИГРАЦИОННЫЙ СТАТУС
<input type="checkbox"/> НАЛИЧИЕ ФИЗИЧЕСКОЙ ИЛИ ПСИХИЧЕСКОЙ ИНВАЛИДНОСТИ	<input type="checkbox"/> СЕМЕЙНОЕ ПОЛОЖЕНИЕ	<input type="checkbox"/> ЛЮБОЕ ДРУГОЕ ПРИМЕНИМОЕ ОСНОВАНИЕ:
	<input type="checkbox"/> ДОМАШНЕЕ ПАРТНЕРСТВО	
	<input type="checkbox"/> СОСТОЯНИЕ ЗДОРОВЬЯ	

Я считаю, что против меня были предприняты ответные меры из-за:

ДАТА, КОГДА СОБЫТИЕ ИМЕЛО МЕСТО: _____

ИМЯ И ДОЛЖНОСТЬ ЛИЦА(ЛИЦ) КОТОРЫЕ, КАК Я СЧИТАЮ, ПОДВЕРГЛИ МЕНЯ ДИСКРИМИНАЦИИ:

ДЕЙСТВИЕ, РЕШЕНИЕ ИЛИ ОБСТОЯТЕЛЬСТВО, ПОБУДИВШЕЕ МЕНЯ ПОДАТЬ ЭТУ ЖАЛОБУ, ЗАКЛЮЧАЮТСЯ В СЛЕДУЮЩЕМ:

Я ХОТЕЛ(А) БЫ, ЧТОБЫ БЫЛИ ПРИНЯТЫ СЛЕДУЮЩИЕ МЕРЫ ПО ИСПРАВЛЕНИЮ СИТУАЦИИ:

ПОДТВЕРЖДЕНИЕ СОГЛАСИЯ — Поставив инициалы в этом варианте, я разрешаю Управлению социального обеспечения населения, Секции по гражданским правам (CRS) предоставить мои личные данные и другую информацию личного характера в распоряжение лиц организаций и учреждений, имеющих отношение к рассмотрению жалобы, и других Федеральных агентств и агентств штата Калифорния в соответствии с федеральными законами и нормативами, в том числе законодательством штата. Настоящим я даю право CRS получать материалы и информацию, включая, но не ограничиваясь, анкетами, делами, записями личного характера, а также историями болезней. Материалы и информация должны быть использованы для санкционированных действий, имеющих целью поддержку соблюдения гражданских прав. Я понимаю, что от меня не требуют в обязательном порядке разрешить данное разглашение, и я даю это согласие добровольно.

ОТКАЗ ОТ СОГЛАСИЯ — Я не даю своего согласия на разглашение моего имени или другой персонально идентифицирующей информации. Я понимаю, что данная жалоба может быть не расследована в результате моего отказа дать согласие на разглашение информации.

(ПОДПИСЬ)

(ДАТА)

АДРЕС:

ТЕЛЕФОН:

PA – 607 (REVISED 5/2023) RUSSIAN

County of Los Angeles

Department of Public Social Services

FORM NG PAGREKLAMO NG HINDI PATAS NA PAGTRATO

Ang form na ito ay gagamitin upang maghain ng reklamo sa DPSS ng hindi patas na pagtrato para sa mga paglabag laban sa alinman sa mga protektadong klase na sakop sa ilalim ng California Department of Social Services Division 21. Ayon sa Los Angeles County DPSS Civil Rights Handbook, ang form na ito ay hindi kinakailangan para pormal na magsumite ng reklamo ng diskriminasyon.

Maaari kang magsampa ng reklamo kung sa palagay mo ay nadiskrimina ka dahil sa iyong:

- | | |
|---|---|
| • Bayang Pinagmulan (kabilang ang wika) | • Kulay |
| • Lahi | • Ninuno |
| • Pagkakakilanlang grupong etniko | • Gulang |
| • Kasarian | • Pagpapahayag ng kasarian |
| • Pagkakakilanlan ng Kasarian | • Oryentasyong sekswal |
| • Katayuang Matrimonyal | • Kinakasamang kapareha |
| • Medikal na Kondisyon | • Impormasyon ng Pagkagenetiko |
| • Relihiyon | • Panig sa pulitika |
| • Kapansanan (pisikal o pag-iisip) | • Pagkamamamayan |
| • Katayuan sa Imigrasyon | • Anumang iba pang naaangkop na batayan |

Mga Tagubilin:

1. Kumpletuhin ang kalakip na form ng PA 607, Reklamo sa Hindi Patas na Pagtrato. Tiyaking isama ang iyong pangalan, numero ng telepono, mailing address, numero ng kaso, at isang paglalarawan ng pinaghihinalang diskriminasyon (maglakip ng mga karagdagang pahina, kung kinakailangan). Upang isumite ang iyong reklamo ng hindi nagpapakilala, maaari mong iwanang blangko ang seksyon ng pangalan at isulat ang "Anonymous" sa seksyon ng lagda.
2. Ibigay ang pagwawasto ng pagkilos na hinihiling upang malutas ang sinasabing diskriminasyon.
3. Lagdaan ang form.
4. Isumite ang form ng reklamo nang personal sa alinmang tanggapan ng DPSS, sa pamamagitan ng telepono, fax, email, o ng U.S. mail sa:

Department of Public Social Services

Civil Rights Section

12860 Crossroads Parkway South

City of Industry, CA 91746

Telephone: (562) 908-8501

Fax: (562) 692-2240

Email: DPSSCivilRights@dpss.lacounty.gov

Mangyaring Tandaan Na:

- Ang Civil Rights Section ng DPSS ay magtatalaga ng isang imbestigador na ipagbibigay-alam ang pagtanggap ng iyong reklamo nang nakasulat.
- Ang pagsusumite ng PA 607 ay hindi kinakailangan para magsumite ng ulat ng diskriminasyon; maaari kang maghain ng nakasulat na reklamo sa pamamagitan ng email, isang pasalitang reklamo sa pamamagitan ng telepono, o sa pamamagitan ng pagpapaalam sa sinumang empleyado ng DPSS na magpapasimula ng reklamo ng diskriminasyon.
- Ang paghihiganti ay kasama bilang sa isang protektadong gawain sa ilalim ng CDSS Division 21 at ipinagbabawal. Ang reklamo sa paghihiganti ay inilalarawan bilang anumang anyo ng pananakot, pagbabanta, pamimilit, o diskriminasyon laban sa sinumang indibidwal na nakikibahagi sa isang protektadong gawain, tulad ng paghahain ng reklamo, pagtestigo, o pakikilahok sa anumang paraan sa anumang pagsisiyasat, paghahabla, o pagdinig. Ito ay hindi katulad ng isang reklamo ng diskriminasyon, gayunpaman, ito ay ipinagbabawal sa ilalim ng CDSS Division 21.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – TAGALOG

County of Los Angeles

Department of Public Social Services

REKLAMO NG HINDI PATAS NA PAGTRATO

Mangyaring ibalik ang kumpletong form sa:
Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
E-mail: DPSSCivilRights@dps.lacounty.gov
Phone: (562) 908-8501
Fax: (562) 692-2240

PANGALAN NG KASO:

NUMERO NG KASO:

Ako si, _____, ay naghahain ng reklamo ng hindi patas na pagtrato at humihiling na
(Mangyaring ilimbag ang iyong pangalan) magsagawa ng pagsisiyasat.

Naniniwala ako na nadiskrimina ako dahil sa aking (lagyan ng tsek ang hindi bababa sa 1 kahon):

<input type="checkbox"/> BAYANG PINAGMULAN (kabilang ang wika)	<input type="checkbox"/> GULANG	<input type="checkbox"/> GENETIKONG IMPORMASYON
<input type="checkbox"/> KULAY	<input type="checkbox"/> KASARIAN	<input type="checkbox"/> RELIHIYON
<input type="checkbox"/> LAHI	<input type="checkbox"/> PAGPAPAHAYAG NG KASARIAN	<input type="checkbox"/> PANIG SA PULITIKA
<input type="checkbox"/> NINUNO	<input type="checkbox"/> PAGKAKAKILANLAN NG KASARIAN	<input type="checkbox"/> PAGKAMAMAMAYAN
<input type="checkbox"/> PAGKAKAKILANLANG	<input type="checkbox"/> ORYENTASYONG SEKSUAL	<input type="checkbox"/> KATAYUAN SA IMIGRASYON
<input type="checkbox"/> GRUPONG ETNIKO	<input type="checkbox"/> KATAYUANG MATRIMONYAL	<input type="checkbox"/> ANUMANG IBA PANG
<input type="checkbox"/> KAPANANAN SA PISIKAL O	<input type="checkbox"/> KINAKASAMANG KAPAREHA	<input type="checkbox"/> NAAANGKOP NA BATAYAN:
<input type="checkbox"/> PAG-IISIP	<input type="checkbox"/> MEDIKAL NA KONDISYON	_____

Naniniwala akong ginantihan ako dahil: _____

PETSA NG PANGYAYARI: _____

(MGA) PANGALAN AT (MGA) TITULO NG (MGA) TAO NA SA PANINIWALA KO AY NAGTRATO NG HINDI PATAS
LABAN SA AKIN:

ANG HAKBANG, PASYA O KALAGAYAN NA NAGING DAHILAN NG PAGHAHAIN KO NG REKLAMO NA ITO AY ANG
MGA SUMUSUNOD:

NAIS KO NA MAISAGAWA ANG MGA SUMUSUNOD NA HAKBANG NG PAGWAWASTO:

PAHINTULOT AY IPINAGKALOOB — Sa pamamagitan ng pag-inisyal sa opsyong ito, aking pinapahintulutan ang Kagawaran ng Pampublikong Serbisyong Panlipunan, Seksyon ng mga Karapatang Pangmamamayan [Civil Rights Section (CRS)] na ihayag ang aking pagkakakilanlan at iba pang impormasyon sa mga taong nasa samahan at institusyon na nasa ilalim ng pagsisiyasat at sa iba pang ahensiya ng Pederal at Estado alinsunod sa mga naaangkop na batas at regulasyong pampederal at pang-estado. Sa pamamagitan nito aking pinapahintulutan ang CRS na tumanggap ng materyales at impormasyon kabilang ang, ngunit hindi limitado sa mga aplikasyon, mga salansan ng kaso, mga pansariling talaan, at mga talaang medikal. Ang mga materyal at impormasyon ay gagamitin para sa mga awtorisadong pagsunod sa mga karapatang pang-mamamayan at mga gawaing pagpapatupad nito. Nauunawaan ko na ako ay hindi hinihingan na pahintulutan ang pagbibitaw na ito at ginagawa ko ito nang kusang-loob.

PAHINTULOT AY IPINAGKAIT — Hindi ko ibinibigay ang aking pahintulot para sa pagbibitaw ng aking pangalan o iba pang mga personal na impormasyon. Nauunawaan ko na ang karaingang ito ay maaaring hindi maimbestigahan bilang resulta ng aking pagtanggap magbigay ng aking kapahintulutan para sa pagbibitaw ng impormasyon.

Inisyalan ang linya sa itaas kung binibigyan mo ng pahintulot.

Inisyalan ang linya sa itaas kung hindi mo binibigyan ng pahintulot.

(LAGDA)

(PETSA)

ADDRESS: _____

TELEPONO: _____

PA – 607 (REVISED 5/2023) TAGALOG

County of Los Angeles

Department of Public Social Services

MẪU ĐƠN KHIẾU NẠI VỀ VIỆC BỊ PHÂN BIỆT ĐỐI XỬ

Mẫu đơn này được sử dụng để đệ đơn khiếu nại về việc bị phân biệt đối xử thuộc Sở DPSS, liên quan đến các hành vi vi phạm đối với bất kỳ phân loại được bảo vệ nào, chiếu theo Đơn Vị 21 của Sở Dịch Vụ Xã Hội California (CDSS). Căn cứ theo Quyển Sổ Tay Hướng Dẫn Về Quyền Công Dân của Sở DPSS Quận-Hạt Los Angeles, mẫu đơn này không bắt buộc phải được gửi nộp chính thức để đệ đơn khiếu nại về việc bị phân biệt đối xử.

Quý vị có thể nộp đơn khiếu nại nếu quý vị cảm thấy rằng quý vị đã bị phân biệt đối xử liên quan đến:

- Nguồn gốc quốc gia (Bao gồm cả ngôn ngữ)
- Màu da
- Chủng tộc
- Tổ tiên
- Nhận diện nhóm dân tộc
- Tuổi tác
- Phái tính
- Biểu hiện về giới tính
- Nhận diện về giới tính
- Định hướng phái tính
- Tình trạng hôn nhân
- Quan hệ lứa đôi tại nhà
- Tình trạng sức khỏe
- Thông tin về di truyền
- Tôn giáo
- Liên hệ đáng phái chính trị
- Tình trạng tàn tật (về thể chất hoặc tâm thần)
- Tình trạng công dân
- Quy chế nhập cư
- Bất cứ cơ sở áp dụng nào khác

Hướng Dẫn:

1. Hoàn tất mẫu đơn PA 607 đính kèm, "Khiếu Nại về Việc Bị Phân Biệt Đối Xử". Xin quý vị hãy chắc chắn rằng đã cung cấp họ tên, số điện thoại, địa chỉ nhận thư, số hồ sơ của quý vị, và thông tin mô tả về hành vi được cho là bị phân biệt đối xử (xin đính kèm các trang bổ sung, nếu cần thiết). Để gửi nộp đơn khiếu nại nặc danh, quý vị có thể để trống phần họ tên và ghi "Nặc danh" trong phần chữ ký.
2. Cung cấp biện pháp khắc phục được yêu cầu để giải quyết hành vi được cho là bị phân biệt đối xử đó.
3. Ký tên vào mẫu đơn.
4. Gửi nộp mẫu đơn khiếu nại trực tiếp tại bất kỳ văn phòng DPSS nào, qua đường điện thoại, qua fax, email hoặc qua đường bưu điện tới địa chỉ:

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240

Email: DPSSCivilRights@dpss.lacounty.gov

Xin Lưu Ý Rằng:

- Ban Dân Quyền thuộc Sở DPSS sẽ chỉ định một điều tra viên, người này sẽ xác nhận, bằng văn bản, đã nhận được đơn khiếu nại của quý vị.
- Gửi nộp mẫu đơn PA 607 không phải là một yêu cầu bắt buộc để trình báo về việc bị phân biệt đối xử; quý vị có thể gửi nộp khiếu nại bằng văn bản qua email, khiếu nại bằng lời nói qua điện thoại, hoặc bằng cách thông báo cho bất kỳ nhân viên nào của Sở DPSS để bắt đầu một quy trình khiếu nại về việc bị phân biệt đối xử.
- Hành Vi Trả Đũa được đưa vào như một phân loại được bảo vệ chiếu theo Đơn Vị 21 của CDSS và bị nghiêm cấm. Khiếu nại về việc bị trả đũa được mô tả là bất kỳ hình thức hăm dọa, đe dọa, ép buộc, hoặc phân biệt đối xử nào đối với bất kỳ cá nhân nào tham gia vào một hoạt động được bảo vệ, chẳng hạn như nộp đơn khiếu nại, làm chứng, hoặc tham gia vào bất kỳ cuộc điều tra, tố tụng, hoặc điều trần nào và dưới bất kỳ hình thức nào. Khiếu nại này không giống như một khiếu nại về việc bị phân biệt đối xử, tuy nhiên, điều này bị nghiêm cấm chiếu theo Đơn Vị 21 của CDSS.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – VIETNAMESE

County of Los Angeles

Department of Public Social Services

KHIẾU NẠI VỀ VIỆC BỊ PHÂN BIỆT ĐỐI XỬ

Xin gửi mẫu đơn, đã được hoàn tất, về cho:
Department of Public Social Services Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
E-mail: DPSSCivilRights@dpss.lacounty.gov
Điện Thoại: (562) 908-8501
Fax: (562) 692-2240

TÊN HỒ SƠ:

SỐ HỒ SƠ:

Tôi, _____, xin đệ đơn nơi đây để khiếu nại về việc bị phân biệt đối xử
(Xin viết tên họ của quý vị bằng chữ in) và yêu cầu quý vị tiến hành một cuộc điều tra.

Tôi tin rằng tôi đã bị phân biệt đối xử vì (của) tôi (xin ngoắc dấu vào ít nhất 1 ô):

<input type="checkbox"/> NGUỒN GỐC QUỐC GIA (bao gồm cả ngôn ngữ)	<input type="checkbox"/> TUỔI TÁC	<input type="checkbox"/> TÌNH TRẠNG SỨC KHỎE
<input type="checkbox"/> MÀU DA	<input type="checkbox"/> PHÁI TÍNH	<input type="checkbox"/> THÔNG TIN VỀ DI TRUYỀN
<input type="checkbox"/> CHŨNG TỘC	<input type="checkbox"/> BIỂU HIỆN VỀ GIỚI TÍNH	<input type="checkbox"/> TÔN GIÁO
<input type="checkbox"/> TỎ TIỀN	<input type="checkbox"/> NHẬN DIỆN VỀ GIỚI TÍNH	<input type="checkbox"/> LIÊN HỆ ĐANG PHÁI CHÍNH TRỊ
<input type="checkbox"/> NHẬN DIỆN NHÓM DÂN TỘC	<input type="checkbox"/> ĐỊNH HƯỚNG PHÁI TÍNH	<input type="checkbox"/> TÌNH TRẠNG CÔNG DÂN
<input type="checkbox"/> TÌNH TRẠNG TÀN TẬT/MẤT NĂNG LỰC VỀ THỂ CHẤT HOẶC TÂM THẦN	<input type="checkbox"/> TÌNH TRẠNG HÔN NHÂN	<input type="checkbox"/> QUY CHẾ NHẬP CƯ
	<input type="checkbox"/> QUAN HỆ LỬA ĐÔI TẠI NHÀ (vợ chồng sống chung không hôn thú, v.v)	<input type="checkbox"/> BẤT CỬ CƠ SỞ ẠP DỤNG NÁO KHÁC:

Tôi tin rằng tôi đã bị trả đũa bởi vì: _____

NGÀY XẢY RA SỰ VIỆC: _____

(CÁC) TÊN VÀ (CÁC) CHỨC VỤ CỦA (NHỮNG) NGƯỜI MÀ TÔI CHO RANG ĐÃ CÓ HÀNH VI PHÂN BIỆT ĐỐI XỬ ĐỐI VỚI TÔI:

NHỮNG HÀNH VI, CÁCH GIẢI QUYẾT, HOẶC NHỮNG HOÀN CẢNH SAU ĐÂY ĐÃ KHIẾN TÔI NẠP ĐƠN KHIẾU NẠI NÀY:

TÔI MONG MUON BIỆN PHÁP SỬA SAI SAU ĐÂY ĐƯỢC THI HÀNH:

ĐỒNG Ý ỨNG THUẬN — Bằng cách ký tên vào chọn lựa này, tôi cho phép Ban Phụ Trách Dân Quyền (Civil Rights Section [CRS]), thuộc Sở Dịch Vụ Xã Hội Công Cộng (Department of Public Social Services), được tiết lộ danh tánh của tôi và những thông tin khác về cá nhân tôi cho những người trong tổ chức hoặc cơ quan đang bị điều tra và cho các cơ quan Liên Bang và Tiểu Bang khác, chiếu theo những luật lệ và quy định liên bang và tiểu bang có thể áp dụng được. Nơi đây, tôi cho phép Ban CRS được phép nhận tài liệu và thông tin bao gồm, nhưng không giới hạn ở, các đơn xin, tài liệu trong hồ sơ, hồ sơ cá nhân và hồ sơ y tế. Các dữ liệu và thông tin này sẽ được sử dụng vào các hoạt động được phép, nhằm tuân thủ và thực thi dân quyền. Tôi hiểu rằng tôi không bị đòi hỏi phải cho phép việc tiết lộ thông tin về tôi, và tôi tự nguyện làm điều này.

TỪ CHỐI KHÔNG ỨNG THUẬN — Tôi từ chối không ứng thuận việc tiết lộ danh tánh của tôi hoặc những thông tin nhận diện khác về cá nhân tôi. Tôi hiểu rằng việc từ chối không ứng thuận cho tiết lộ thông tin về tôi có thể đưa đến kết quả là việc khiếu nại này không được tiến hành điều tra.

Ký tên tắt vào đường gạch trên nếu quý vị đồng ý ứng thuận.

Ký tên tắt vào đường gạch trên nếu quý vị từ chối không ứng thuận.

(KÝ TÊN)

(NGÀY)

ĐỊA CHỈ: _____

SỐ ĐIỆN THOẠI: _____

State of California – Health and Human Services Agency

California Department of Social Services

COMPLAINT OF DISCRIMINATION

Name	Program Type
Street Address	Case Number
City, State, Zip Code	Phone Number

I believe I have been discriminated against on the basis of:

- | | | |
|--|---|---|
| <input type="checkbox"/> National Origin | <input type="checkbox"/> Sex | <input type="checkbox"/> Medical Condition |
| <input type="checkbox"/> Color | <input type="checkbox"/> Gender Identity | <input type="checkbox"/> Genetic Information |
| <input type="checkbox"/> Race | <input type="checkbox"/> Gender Expression | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Political Affiliation |
| <input type="checkbox"/> Ethnic Group | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Disability |
| <input type="checkbox"/> Age | <input type="checkbox"/> Domestic Partnership | <input type="checkbox"/> Any Other Applicable Basis _____ |

Name Of Person Who Discriminated	Title	Date Of Occurrence	Place Of Occurrence Agency

Describe in your own words what action(s) have happened to lead you to believe you have been discriminated against.

Indicate what resolution you are seeking.

I understand the above information is true and complete to the best of my knowledge and belief.

- ☐ I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.
- ☐ By signing this complaint, I am authorizing the CDSS Civil Rights Bureau (CRB) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRB 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.

Complainant's Signature	Date
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GEN 1179 (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

شكوى بالتمييز

الاسم	نوع البرنامج
عنوان الشارع	رقم الملف
المدينة، الولاية، الرمز البريدي	رقم الهاتف

أنا اعتقد بأنه تم التمييز ضدي على أساس:

- | | | |
|---|--|--|
| <input type="checkbox"/> الأصل القومي | <input type="checkbox"/> الجنس | <input type="checkbox"/> الحالة الطبية |
| <input type="checkbox"/> اللون | <input type="checkbox"/> الهوية الجنسانية | <input type="checkbox"/> المعلومات الوراثية |
| <input type="checkbox"/> الانتماء العرقي | <input type="checkbox"/> التعبير الجندري | <input type="checkbox"/> الدين |
| <input type="checkbox"/> الأسلاف | <input type="checkbox"/> التوجه الجنسي | <input type="checkbox"/> الانتماءات السياسية |
| <input type="checkbox"/> المجموعة الإثنية | <input type="checkbox"/> الحالة الاجتماعية | <input type="checkbox"/> الإعاقة |
| <input type="checkbox"/> العمر | <input type="checkbox"/> شراكة منزلية | <input type="checkbox"/> أي أساس آخرى منطبقة |

اسم الشخص الذي قام بالتمييز	المسمى الوظيفي	تاريخ الحادثة	الوكالة التي وقعت فيها الحادثة

صف بكلماتك الخاصة الفعل (الأفعال) الذي حدث مما جعلك تعتقد بأنك تعرضت لتمييز ضدك.

أوضح الحل الذي تسعى إليه.

أدرك أن المعلومات الواردة أعلاه صحيحة وكاملة إلى حد علمي واعتقادي.

☐ أنا لا أمانح موافقتي على الكشف عن اسمي أو أي معلومات أخرى تحدد شخصيتي. أنا أدرك أنه لا يمكن التحقيق في هذه الشكوى، وذلك نتيجة لرفض منح الموافقة على الكشف عن المعلومات.

☐ بالتوقيع على هذه الشكوى، أنا أخول مكتب الحقوق المدنية (CRB) التابع لإدارة CDSS بالكشف عن هويتي وأي معلومات شخصية أخرى إلى أشخاص في المنظمة أو المؤسسة قيد التحقيق، وإلى غيرها من الوكالات الفدرالية أو التابعة للولاية بما يتوافق مع اللوائح والقوانين السارية فدرالياً وفي الولاية. أخول أنا بموجب هذا مكتب CRB باستلام المواد والمعلومات بما في ذلك، على سبيل المثال وليس الحصر، الطلبات وملفات القضية والسجلات الشخصية والسجلات الطبية. سيتم استخدام المواد والمعلومات للاعتدال للحقوق المدنية المخولة وممارسات الجهات الأمنية. أنا أدرك بأنني لست ملزماً بتحويل عملية الكشف هذه، وأنا أفعل ذلك طوعاً.

توقيع مقدم الشكوى	التاريخ
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GEN 1179 (Arabic) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

भेदभाव की शिकायत

नाम	प्रोग्राम का प्रकार
सड़क का पता	केस संख्या
शहर, राज्य, ज़िप कोड	फोन नंबर

मेरा मानना है कि मेरे साथ निम्नलिखित के आधार पर भेदभाव किया गया है:

- | | | |
|--|---|--|
| <input type="checkbox"/> राष्ट्रीय मूल | <input type="checkbox"/> लिंग | <input type="checkbox"/> चिकित्सा स्थिति |
| <input type="checkbox"/> रंग | <input type="checkbox"/> लिंग पहचान | <input type="checkbox"/> आनुवांशिक जानकारी |
| <input type="checkbox"/> नस्ल | <input type="checkbox"/> लिंग अभिव्यक्ति | <input type="checkbox"/> धर्म |
| <input type="checkbox"/> वंशावली | <input type="checkbox"/> यौन रुचि | <input type="checkbox"/> राजनीतिक संबद्धता |
| <input type="checkbox"/> जातीय समूह | <input type="checkbox"/> वैवाहिक स्थिति | <input type="checkbox"/> विकलांगता |
| <input type="checkbox"/> आयु | <input type="checkbox"/> घरेलू पार्टनरशिप | <input type="checkbox"/> कोई भी अन्य लागू आधार _____ |

भेदभाव करने वाले व्यक्ति का नाम	शीर्षक	घटना की तारीख	घटना का स्थान एजेंसी

अपने शब्दों में वर्णन करें कि वह(वे) कौन-सा(से) कार्य घटित हुआ(हुए) है(हैं) जिसके(जिनके) कारण आपको लगता है कि आपके साथ भेदभाव किया गया है।

बताएं कि आप कौन-सा समाधान चाहते हैं।

मैं यह समझता/समझती हूँ कि उपर्युक्त जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही और पूर्ण है।

- ☐ मैं अपना नाम या व्यक्तिगत रूप से पहचान कराने वाली अन्य जानकारी जारी करने के लिए अपनी सहमति नहीं देता/देती हूँ। मैं समझता/समझती हूँ कि हो सकता है कि जानकारी जारी करने के लिए मेरी सहमति देने से मना करने के परिणामस्वरूप इस शिकायत की जाँच न की जाए।
- ☐ इस शिकायत पर हस्ताक्षर करके, मैं CDSS नागरिक अधिकार ब्यूरो (Civil Rights Bureau, CRB) को लागू संघीय और राज्य कानूनों और विनियमों के अनुसार अपनी पहचान और अन्य व्यक्तिगत जानकारी को जाँच के अधीन संगठन या संस्थान के लोगों और अन्य संघीय और राज्य एजेंसियों के समक्ष प्रकट करने के लिए अधिकृत कर रहा/रही हूँ। मैं इसके द्वारा CRB को आवेदन, केस फाइल, व्यक्तिगत रिकॉर्ड और चिकित्सा रिकॉर्ड सहित, लेकिन इन्हीं तक सीमित नहीं, सामग्री और जानकारी प्राप्त करने के लिए अधिकृत करता/करती हूँ। सामग्री और जानकारी का उपयोग अधिकृत नागरिक अधिकार अनुपालन और प्रवर्तन गतिविधियों के लिए किया जाएगा। मैं समझता/समझती हूँ कि मुझसे इस रिलीज़ को अधिकृत करना अपेक्षित नहीं है और मैं इसे स्वेच्छा से करता/करती हूँ।

शिकायतकर्ता के हस्ताक्षर	तारीख
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GEN 1179 (Hindi) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

TSAB NTAUV TSIS TXAUS SIAB HAIS TXOG KEV RAUG MUAB CAIS SAIB NTAUS NQI NTXAWV LWM COV NEEG

Lub Npe	Qhov Kev Pab Cuam
Naj Npawb Tsey thiab Txoj Kev	Tus Nab Npawb Rau Cov Ntaub Ntawv
Lub Nroog, Lub Xeev, tus Zip Code	Tus Xov Tooj

Kuv ntseeg hais tias muaj ib tus neeg tau muab kuv cais saib ntaus nqi txawv lwm cov neeg vim yog:

- | | | |
|---|---|---|
| <input type="checkbox"/> Lub Teb Chaws Tus Neeg Yug | <input type="checkbox"/> Poj Niam/Txiv Neej | <input type="checkbox"/> Muaj Mob |
| <input type="checkbox"/> Xim ntawm daim tawv nqaij | <input type="checkbox"/> Qhov Xav Hais Tias Yog Poj Niam/Txiv Neej | <input type="checkbox"/> Lub Qhia Txog Caj Ceg |
| <input type="checkbox"/> Haiv Neeg | <input type="checkbox"/> Coj Cwj Pwm Poj Niam/Txiv Neej | <input type="checkbox"/> Kev Ntseeg |
| <input type="checkbox"/> Caj Ceg | <input type="checkbox"/> Nyiam Deev Poj Niam/Txiv Neej | <input type="checkbox"/> Kev Ntseeg Ib Yam Kev Tswj Hwm Teb Chaws |
| <input type="checkbox"/> Pab Pawg Ntawm Haiv Neeg | <input type="checkbox"/> Muaj Txij Nkawm los sis Tsis Muaj | <input type="checkbox"/> Muaj Kev Xiam Oob Qhab |
| <input type="checkbox"/> Lub Hnub Nyoog | <input type="checkbox"/> Neeg Poj Niam Nyob Nrog Poj Niam/Neeg Txiv
Neej Nyob Nrog Txiv Neej Zoo Li Txij Nkawm | <input type="checkbox"/> Lwm Yam Uas Yuav Muab
Siv Tau Rau Qhov No |

Lub Npe Ntawm Tus Neeg Uas Muab Koj Cais Saib Ntaus Nqi Txawv Lwm Cov Neeg	Lub Npe Ntawm Txoj Hauj Lwm	Hnub Uas Qhov Teeb Meem Tshwm Sim	Qhov Chaw Thiab Lub Chaw Hauj Lwm Uas Qhov Teeb Meem Tshwm Sim

Piav saib muaj dab tsi tshwm sim los ua rau koj ntseeg hais tias ib tus neeg tau muab koj cais saib ntaus nqi txawv lwm cov neeg.

Qhia hais tias saib koj xav kom peb ua li cas.

Kuv nkag siab hais tias cov lus nyob saum yeej muaj tseeb thiab muaj txhua raws li qhov kuv paub lawm thiab ntseeg lawm.

- ☐ Kuv yeej tsis tso lus kom muab kuv lub npe thiab lwm cov lus uas qhia hais tias kuv yog leej twg tso tawm. Kuv nkag siab hais tias tej zaum nej yuav tsis muab cov lus tsis txaus siab ntawm no coj los txheeb xyuas yog kuv tsis kam tso lus kom muab cov lus qhia txog kuv tso tawm.
- ☐ Thaum kuv kos npe rau tsab ntawv tsis txaus siab ntawm no lawm, kuv yeej tso cai rau CDSS Civil Rights Bureau (CRB) los mus muab kuv thiab cov ntaub ntawv qhia hais tias kuv yog leej twg coj mus qhia rau cov lib neeg nyob ntawm lus koom haum los sis lub chaw uas lawv yuav mus nug kom paub qhov ntseeb thiab coj mus qhia rau Tsoom Fwv thiab Lub Xeev cov chaw tuav dej num raws nraim li tsoom fwv thiab lub xeev cov kev cai lij choj thiab cov lus tswj hwm. Kuv nyob ntawm no tso cai rau CRB los mus txais khoom thiab ntaub ntawv suav nrog rau, tiam sis tsis yog tag rau cov ntawv thov, cov ntaub ntawv hais txog qhov teeb meem, cov ntaub ntawv qhia txog tus neeg, thiab cov ntaub ntawv kho mob. CRB yuav muab cov khoom thiab cov ntaub ntawv coj mus siv rau txoj kev yuav tsum kom ua raws nraim li cov cai uas txhua tus neeg muaj thiab cov dej num los mus hais kom neeg ua raws txoj cai. Kuv nkag siab hais tias kuv yeej tsis tag yuav tso cai rau CRB los muab cov ntaub ntawv ntawm no tso tawm thiab kuv txiav txim kuv tus kheej los mus tso cai rau lawv muab tso tawm.

Tus Neeg Tsis Txaus Siab Tus Ntawv Tes Kos Npe	Hnub Tim
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GEN 1179 (Hmong) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

差別に係る苦情

名前	プログラムの種類
街路アドレス	案件番号
市、州、郵便番号	電話番号

私は、次の理由に基づき差別されてきたものと信じています。

- | | | |
|---------------------------------|-------------------------------|--|
| <input type="checkbox"/> 出自国 | <input type="checkbox"/> 性別 | <input type="checkbox"/> 健康状態 |
| <input type="checkbox"/> 肌の色 | <input type="checkbox"/> 性自認 | <input type="checkbox"/> 遺伝情報 |
| <input type="checkbox"/> 人種 | <input type="checkbox"/> 性表現 | <input type="checkbox"/> 宗教 |
| <input type="checkbox"/> 祖先 | <input type="checkbox"/> 性的指向 | <input type="checkbox"/> 政治的所属 |
| <input type="checkbox"/> 民族グループ | <input type="checkbox"/> 婚姻状況 | <input type="checkbox"/> 障害 |
| <input type="checkbox"/> 年齢 | <input type="checkbox"/> 同棲関係 | <input type="checkbox"/> その他該当する可能性がある根拠 _____ |

差別した者の名前	肩書	発生日	発生した政府機関の場所

如何な行為がなされたため、あなたが差別されたと信じるに至ったのかご自身の言葉でご説明ください。

あなたが求めている解決をお示しください。

私は上述の情報が私の知り信じる限り、真実であり正確であると考えています。

- ☐ 私は、自らの名前又は他の個人を特定できる情報の公開に同意しません。私は、この書面において、CRBが申請書、案件、個人記録、及び医療記録を含むものの、それらに限られない資料及び情報を受領することを承認するものです。
- ☐ この苦情に署名することにより、私はCDSS公民権局(CRB)が、適用される連邦及び州の法令の規定に基づき、捜査対象である組織又は機関の個人、並びに他の連邦及び州の機関に対し、私の身元及び他の個人情報を開示することを承認するものです。私は、この書面において、CRBが、申請書、案件、個人記録、および医療記録を含むものの、それらに限られない資料及び情報を受領することを承認するものです。これらの資料及び情報は、承認された公民権の遵守及び執行活動に使用されるものとします。私は、このリリースを承認する必要があることを理解しつつ、自発的に承認するものです。

苦情申立人の署名	年月日
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GEN 1179 (Japanese) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

ການຮ່ອງຮຽນກ່ຽວກັບການເລືອກປະຕິບັດ

ຊື່	ປະເພດໂຄງການ
ທີ່ຢູ່	ໝາຍເລກກໍລະນີ
ເມືອງ, ລັດ, ລະຫັດໄປສະນີ	ເບີໂທລະສັບ

ຂ້າພະເຈົ້າເຂົ້າໃຈວ່າຕົນເອງກຳລັງຖືກເລືອກປະຕິບັດດ້ວຍເຫດຜົນ:

- | | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> ຊາດກຳເນີດ | <input type="checkbox"/> ເພດ | <input type="checkbox"/> ໂຮມປະຈຳຕົວ |
| <input type="checkbox"/> ສີເຜິ້ງ | <input type="checkbox"/> ອັດຕາລັກທາງເພດ | <input type="checkbox"/> ຂໍ້ມູນທາງພັນທຸກຳ |
| <input type="checkbox"/> ເຊື້ອຊາດ | <input type="checkbox"/> ການສະແດງອອກທາງເພດ | <input type="checkbox"/> ສາດສະໜາ |
| <input type="checkbox"/> ບັນພະບູໜູດ | <input type="checkbox"/> ລິດນິຍົມທາງເພດ | <input type="checkbox"/> ຄວາມກ່ຽວຂ້ອງທາງດ້ານການເມືອງ |
| <input type="checkbox"/> ກຸ່ມຊາດພັນ | <input type="checkbox"/> ສະຖານະພາບສົມຮິດ | <input type="checkbox"/> ຄວາມພິການ |
| <input type="checkbox"/> ອາຍຸ | <input type="checkbox"/> ການຢູ່ກິນນ້ຳກັນໂດຍບໍ່ໄດ້ແຕ່ງງານກັນ | <input type="checkbox"/> ເຫດຜົນອື່ນທີ່ກ່ຽວຂ້ອງ _____ |

ຊື່ບຸກຄົນທີ່ເລືອກປະຕິບັດ	ຕຳແໜ່ງ	ວັນທີເກີດເຫດ	ໜ່ວຍງານທີ່ເກີດເຫດ

ອະທິບາຍດ້ວຍຄຳເວົ້າຂອງທ່ານເອງວ່າມີການກະທຳອັນໃດເກີດຂຶ້ນທີ່ເຮັດໃຫ້ທ່ານຄິດວ່າທ່ານຖືກເລືອກປະຕິບັດ.

ລະບຸວ່າທ່ານກຳລັງຊອກຫາການແກ້ໄຂບັນຫາແນວໃດ.

ຂ້າພະເຈົ້າເຂົ້າໃຈວ່າຂໍ້ມູນຂ້າງເທິງແມ່ນເປັນຈິງ ແລະ ຖືກຕ້ອງຕາມຄວາມຮູ້ແລະຄວາມເຊື່ອທີ່ຂ້າພະເຈົ້າມີ.

- ☐ ຂ້າພະເຈົ້າບໍ່ໃຫ້ຄວາມຍິນຍອມໃນການເປີດເຜີຍຊື່ຂອງຂ້າພະເຈົ້າ ຫຼື ຂໍ້ມູນລະບຸຕົວຕົນອື່ນໆຂອງຂ້າພະເຈົ້າ. ຂ້າພະເຈົ້າເຂົ້າໃຈວ່າຂໍ້ມູນຄຳຮ່ອງຮຽນນີ້ອາດຈະບໍ່ໄດ້ຮັບການສືບສວນເຊິ່ງເປັນຜົນມາຈາກການປະຕິເສດການໃຫ້ຄຳຍິນຍອມຂອງຂ້າພະເຈົ້າໃນການເປີດເຜີຍຂໍ້ມູນ.
- ☐ ໂດຍການລົງນາມໃນຄຳຮ່ອງຮຽນນີ້ ຂ້າພະເຈົ້າອະນຸຍາດໃຫ້ຫ້ອງການສິດທິພົນລະເມືອງ CDSS (CDSS Civil Rights Bureau ຫຼື CRB) ໃນການເປີດເຜີຍຂໍ້ມູນລະບຸຕົວຕົນແລະຂໍ້ມູນສ່ວນບຸກຄົນອື່ນໆຂອງຂ້າພະເຈົ້າໃຫ້ແກ່ບຸກຄົນທີ່ອົງກອນ ຫຼື ສະຖາບັນພາຍໃຕ້ການສືບສວນ ແລະແກ່ໜ່ວຍງານອື່ນໆຂອງລັດຖະບານກາງ ແລະຂອງລັດຕາມກົດໝາຍແລະກົດລະບຽບທີ່ກ່ຽວຂ້ອງຂອງລັດຖະບານກາງແລະຂອງລັດ. ຂ້າພະເຈົ້າອະນຸຍາດໃຫ້ຫ້ອງການ CRB ໄດ້ຮັບເອກະສານແລະຂໍ້ມູນ ລວມທັງ ແຕ່ບໍ່ຈຳກັດພຽງໃບສະໝັກ, ແຟ້ມຄະດີ, ບັນທຶກຂໍ້ມູນສ່ວນບຸກຄົນ ແລະ ບັນທຶກທາງການແພດ. ເອກະສານແລະຂໍ້ມູນຈະຖືກນຳໃຊ້ໃນການປະຕິບັດຕາມສິດທິພົນລະເມືອງທີ່ໄດ້ຮັບອະນຸຍາດແລະກົດຈະກຳທີ່ບັງຄັບ. ຂ້າພະເຈົ້າເຂົ້າໃຈວ່າຂ້າພະເຈົ້າບໍ່ຈຳເປັນຕ້ອງອະນຸຍາດການເປີດເຜີຍນີ້ ແລະ ຂ້າພະເຈົ້າອະນຸຍາດການເປີດເຜີຍນີ້ໂດຍສະໝັກໃຈ.

ລາຍເຊັນຂອງຜູ້ຮ່ອງຮຽນ	ວັນທີ
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GEN 1179 (Lao) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

GOX ZONGC TAUX ZUQC NQEMH

Mbuox	Gorn nyei mbuox
Deic Zepv	Sou-Gorn Namh Mber
City, Saengv, Nzipv Kotv	Fonh Namh Mber

Yie sienx gornv yie zuqc nqemh weic weic taux yie nyei:

- | | | |
|--|---|---|
| <input type="checkbox"/> Cuotv Seix Dornx | <input type="checkbox"/> M'jangc fai M'sieqv | <input type="checkbox"/> Maaiah nyei Baengc |
| <input type="checkbox"/> Ndopv nyei Setv | <input type="checkbox"/> Benx m'jangc fai M'sieqv | <input type="checkbox"/> Pouh Tong Waac-Fienx |
| <input type="checkbox"/> Mienh Fingx | <input type="checkbox"/> Dingc benx M'jangc fai M'sieqv | <input type="checkbox"/> Buoqc Zaangc |
| <input type="checkbox"/> Zongh Zei | <input type="checkbox"/> Saeng Doic nyei Jauv | <input type="checkbox"/> Benx Guanh caux Haaix Nyungc Hungh Jaa nyei Gorn |
| <input type="checkbox"/> Haaix Fingx Mienh | <input type="checkbox"/> Dornx Jaa fai Daanh Sin | <input type="checkbox"/> Waaic Fangx |
| <input type="checkbox"/> Hnyangx-Jeiv | <input type="checkbox"/> Gornv-Waac Mienh | <input type="checkbox"/> Ganh Nyungc Doix Duqv Zuqc nyei Jauv _____ |

Zuqc Nqemh Wuov Laanh Mienh nyei Mbuox	Hoc-Dauh	Benx Cuotv nyei Hnoi-Nyieqc	Benx Cuotv nyei Dornx Dauh caux Gorn Zaangc

Longc ganh nyei waac porv mengh taux maaiah haaix nyungc benx cuotv daaih zoux bun meih sienx gornv meih benx zuqc nqemh nyei mienh. Maaiah 2 liouz bun meih fiev njiec ganh nyei waac.

Gornv mengh taux meih zinh lorz haaix nyungc. Maaiah 3 liouz bun meih fiev njiec meih zinh lorz nyei jauv.

Yie bieqc hnyouv taux gu'nguaac naaiv deix waac-fienx se zuqc nyei caux daux ziangx nzengc ei yie bieqc hnyov caux sienx.

- ☐ Yie maiv nqoi nzuih bun haaix dauh taan cuotv yie nyei mbuox a'fai ganh nyungc siqc jeiv nyei sou-fienx. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.
- ☐ Mbiuv jienv qongx se gornv Weic njiec mbuox naaiv zeiv gox zongc sou, yie nqoi nzuih bun "CDSS Civil Right Bureau (CRB) biux mengh yie se haaix dauh caux ganh nyungc siqc jeiv sou-gorn bun taux ganh dauh yiem yietc norm guanh a'fai gorn zaangc yiem zaah sic nyei qangx caux bun ganh norm Guoqv Zaangc Hungh Jaa caux Saengv nyei gorn ei jienv deic-bung caux saengv nyei leiz. Yie nqoi nzuih bun CRB zipv sou-gorn caux waac-fienx liemh jienv, mv baac maiv nqenx cuotv sou-toy, sou-gorn, siqc jienv sou-gorn, caux zaah baengc nyei sou-daan. Sou-horngh caux sou-gorn haih longc bun taux buonh deic zaangv leiz caux goux leiz nyei jauv-louc. Yie bieqc hnyouv gornv yie maiv zuqc aapv taux oix zuqc bun naaiv zeiv nqoi nzuih sou caux yie ganh buangv hnyouv zoux.

Gox Zongc Mienh Njiec Mbuox	Hnoi-nyieqc
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GEN 1179 (Mien) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

QUEIXA SOBRE DISCRIMINAÇÃO

Nome	Tipo de programa
Endereço	Número do caso
Cidade, Estado, Código Postal	Telefone

Acredito que sofri discriminação com base no seguinte:

- | | | |
|---|---|--|
| <input type="checkbox"/> Nacionalidade | <input type="checkbox"/> Sexo | <input type="checkbox"/> Problema de saúde |
| <input type="checkbox"/> Cor | <input type="checkbox"/> Identidade de gênero | <input type="checkbox"/> Informações genéticas |
| <input type="checkbox"/> Raça | <input type="checkbox"/> Expressão de gênero | <input type="checkbox"/> Religião |
| <input type="checkbox"/> Ancestralidade | <input type="checkbox"/> Orientação sexual | <input type="checkbox"/> Afiliação política |
| <input type="checkbox"/> Grupo étnico | <input type="checkbox"/> Estado civil | <input type="checkbox"/> Necessidade especial |
| <input type="checkbox"/> Idade | <input type="checkbox"/> União estável | <input type="checkbox"/> Qualquer outro motivo aplicável _____ |

Nome da pessoa que discriminou alguém	Cargo	Data da ocorrência	Local da ocorrência e agência

Descreva, em suas próprias palavras, quais medidas fizeram com que você acreditasse que está sofrendo discriminação.

Indique a resolução que está buscando.

Compreendo que as informações acima estão corretas e completas, de acordo com o meu melhor entendimento.

- ☐ Não autorizo a divulgação do nome ou de outras informações que me identifiquem pessoalmente. Compreendo que a presente queixa poderá não ser investigada se eu me recusar a autorizar a divulgação dos dados.
- ☐ Ao assinar a queixa, autorizo a Agência de Direitos Civis (CRB — Civil Rights Bureau) do Departamento de Serviços Sociais da Califórnia (CDSS — California Department of Social Services) a revelar a sua identidade e outros dados pessoais para indivíduos dentro da organização ou instituição que será investigada, assim como para outras agências federais e estaduais, de acordo com as leis e os regulamentos federais e estaduais vigentes. Autorizo a CRB a receber materiais e informações, incluindo arquivos do caso, registros pessoais e médicos, entre outros. O material e as informações devem ser usados nas atividades autorizadas de cumprimento e obrigatoriedade dos direitos civis. Compreendo que não tenho a obrigação de autorizar tal divulgação e o faço de maneira voluntária.

Assinatura da pessoa que entrou com a queixa	Data
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GEN 1179 (Portuguese) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

ਵਿਤਕਰੇ ਦੀਆਂ ਸ਼ਿਕਾਇਤਾਂ

ਨਾਮ	ਪ੍ਰੋਗਰਾਮ ਦੀ ਕਿਸਮ
ਸ਼ਕਤੀ ਦਾ ਪੱਤਾ	ਕੇਸ ਨੰਬਰ
ਸ਼ਹਿਰ, ਰਾਜ, ਜਿਪ ਕੋਡ	ਫੋਨ ਨੰਬਰ

ਮੇਰਾ ਮੰਨਣਾ ਹੈ ਕਿ ਮੇਰੇ ਨਾਲ ਇਸ ਦੇ ਆਧਾਰ 'ਤੇ ਵਿਤਕਰਾ ਕੀਤਾ ਗਿਆ ਹੈ:

- | | | |
|--------------------------------------|--|---|
| <input type="checkbox"/> ਰਾਸ਼ਟਰੀ ਮੂਲ | <input type="checkbox"/> ਲਿੰਗ | <input type="checkbox"/> ਡਾਕਟਰੀ ਸਮੱਸਿਆ |
| <input type="checkbox"/> ਰੰਗ | <input type="checkbox"/> ਲਿੰਗੀ ਪਛਾਣ | <input type="checkbox"/> ਜੈਨੇਟਿਕ ਜਾਣਕਾਰੀ |
| <input type="checkbox"/> ਨਸਲ | <input type="checkbox"/> ਲਿੰਗੀ ਪ੍ਰਗਟਾਵਾ | <input type="checkbox"/> ਧਰਮ |
| <input type="checkbox"/> ਖਾਨਦਾਨ | <input type="checkbox"/> ਜਿਨਸੀ ਝੁਕਾਅ | <input type="checkbox"/> ਰਾਜਨੀਤਿਕ ਸਬੰਧਤਾ |
| <input type="checkbox"/> ਨਸਲੀ ਸਮੂਹ | <input type="checkbox"/> ਵਿਆਹੁਤਾ ਸਥਿਤੀ | <input type="checkbox"/> ਅਸਮਰਥਤਾ |
| <input type="checkbox"/> ਉਮਰ | <input type="checkbox"/> ਡਿਸੇਸਟਿਕ ਪਾਰਟਨਰਸ਼ਿਪ | <input type="checkbox"/> ਕੋਈ ਹੋਰ ਲਾਗੂ ਹੋਣ ਵਾਲਾ ਆਧਾਰ |

ਵਿਤਕਰਾ ਕਰਨ ਵਾਲੇ ਵਿਅਕਤੀ ਦਾ ਨਾਮ	ਸਿਰਲੇਖ	ਵਾਪਰਨ ਦੀ ਤਾਰੀਖ	ਵਾਪਰਨ ਦਾ ਸਥਾਨ ਏਜੰਸੀ

ਆਪਣੇ ਖੁਦ ਦੇ ਸ਼ਬਦਾਂ ਵਿੱਚ ਵਰਣਨ ਕਰੋ ਕਿ ਤੁਹਾਡੇ ਨਾਲ ਕਿਹੜੀਆਂ ਚੀਜ਼ਾਂ ਵਾਪਰੀਆਂ ਹਨ ਜਿਸ ਕਾਰਨ ਤੁਹਾਨੂੰ ਇਹ ਲੱਗਦਾ ਹੈ ਕਿ ਤੁਹਾਡੇ ਨਾਲ ਵਿਤਕਰਾ ਕੀਤਾ ਗਿਆ ਹੈ।

ਦੱਸੋ ਕਿ ਤੁਸੀਂ ਕਿਹੜਾ ਹੱਲ ਲੱਭ ਰਹੇ ਹੋ।

ਮੈਂ ਸਮਝਦਾ/ਸਮਝਦੀ ਹਾਂ ਕਿ ਉਪਰੋਕਤ ਜਾਣਕਾਰੀ ਮੇਰੀ ਬਿਹਤਰੀ ਜਾਣਕਾਰੀ ਅਤੇ ਵਿਸ਼ਵਾਸ ਅਨੁਸਾਰ ਸਹੀ ਅਤੇ ਸਪੁਰਨ ਹੈ।

- ☐ ਮੈਂ ਆਪਣਾ ਨਾਮ ਜਾਂ ਹੋਰ ਨਿੱਜੀ ਪਛਾਣ ਕਰਨ ਵਾਲੀ ਜਾਣਕਾਰੀ ਜਾਰੀ ਕਰਨ ਲਈ ਆਪਣੀ ਸਹਿਮਤੀ ਨਹੀਂ ਦਿੰਦਾ/ਦਿੰਦੀ ਹਾਂ। ਮੈਂ ਸਮਝਦਾ/ਸਮਝਦੀ ਹਾਂ ਕਿ ਜਾਣਕਾਰੀ ਜਾਰੀ ਕਰਨ ਲਈ ਮੇਰੀ ਸਹਿਮਤੀ ਦੇਣ ਤੋਂ ਇਨਕਾਰ ਕਰਨ ਦੇ ਨਤੀਜੇ ਵਜੋਂ ਹੋ ਸਕਦਾ ਹੈ ਇਸ ਸ਼ਿਕਾਇਤ ਦੀ ਜਾਂਚ ਨਾ ਕੀਤੀ ਜਾ ਸਕੇ।
- ☐ ਇਸ ਸ਼ਿਕਾਇਤ 'ਤੇ ਦਸਤਖਤ ਕਰਕੇ, ਮੈਂ CDSS ਸਿਵਲ ਰਾਈਟਸ ਬਿਊਰੋ (CRB) ਨੂੰ ਲਾਗੂ ਸ਼ੱਘੀ ਅਤੇ ਰਾਜ ਦੇ ਕਾਨੂੰਨਾਂ ਅਤੇ ਨਿਯਮਾਂ ਦੇ ਅਨੁਸਾਰ ਜਾਂਚ ਅਧੀਨ ਸੰਗਠਨ ਜਾਂ ਸੰਸਥਾ ਦੇ ਵਿਅਕਤੀਆਂ ਅਤੇ ਹੋਰ ਸ਼ੱਘੀ ਅਤੇ ਰਾਜ ਏਜੰਸੀਆਂ ਨੂੰ ਮੇਰੀ ਪਛਾਣ ਅਤੇ ਹੋਰ ਨਿੱਜੀ ਜਾਣਕਾਰੀ ਪ੍ਰਗਟ ਕਰਨ ਲਈ ਅਧਿਕਾਰਤ ਕਰ ਰਿਹਾ/ਰਹੀ ਹਾਂ। ਮੈਂ ਇਸ ਦੁਆਰਾ CRB ਨੂੰ ਸਮੱਗਰੀ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ ਅਧਿਕਾਰਤ ਕਰਦਾ ਹਾਂ, ਜਿਸ ਵਿੱਚ ਐਪਲੀਕੇਸ਼ਨਾਂ, ਕੇਸ ਫਾਈਲਾਂ, ਨਿੱਜੀ ਰਿਕਾਰਡ ਅਤੇ ਮੈਡੀਕਲ ਰਿਕਾਰਡ ਸ਼ਾਮਲ ਹਨ ਪਰ ਇਹਨਾਂ ਤੱਕ ਸੀਮਿਤ ਨਹੀਂ ਹਨ। ਸਮੱਗਰੀ ਅਤੇ ਜਾਣਕਾਰੀ ਨੂੰ ਅਧਿਕਾਰਤ ਨਾਗਰਿਕ ਅਧਿਕਾਰਾਂ ਦੀ ਪਾਲਣਾ ਅਤੇ ਲਾਗੂ ਕਰਨ ਦੀਆਂ ਗਤੀਵਿਧੀਆਂ ਲਈ ਵਰਤਿਆ ਜਾਵੇਗਾ। ਮੈਂ ਸਮਝਦਾ/ਸਮਝਦੀ ਹਾਂ ਕਿ ਮੇਰੇ ਲਈ ਇਸ ਰੀਲੀਜ਼ ਨੂੰ ਅਧਿਕਾਰਤ ਕਰਨਾ ਜ਼ਰੂਰੀ ਨਹੀਂ ਹੈ ਅਤੇ ਮੈਂ ਅਜਿਹਾ ਆਪਣੀ ਮਰਜ਼ੀ ਨਾਲ ਕਰਦਾ/ਕਰਦੀ ਹਾਂ।

ਸ਼ਿਕਾਇਤਕਰਤਾ ਦੇ ਦਸਤਖਤ	ਮਿਤੀ
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GEN 1179 (Punjabi) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

คำร้องเรียนเกี่ยวกับการเลือกปฏิบัติ

ชื่อ	ประเภทโปรแกรม
เลขที่และสถานะ	เลขที่เคส
เมือง รัฐ รหัสไปรษณีย์	เบอร์โทรศัพท์

ฉันเชื่อว่าฉันถูกเลือกปฏิบัติ ด้วยเหตุแห่ง:

- | | | |
|--|--|--|
| <input type="checkbox"/> แหล่งกำเนิด | <input type="checkbox"/> เพศ | <input type="checkbox"/> ภาวะทางการแพทย์ |
| <input type="checkbox"/> สีผิว | <input type="checkbox"/> อคติทางเพศ | <input type="checkbox"/> ข้อมูลพันธุกรรม |
| <input type="checkbox"/> เชื้อชาติ | <input type="checkbox"/> การแสดงออกทางเพศ | <input type="checkbox"/> ศาสนา |
| <input type="checkbox"/> บรรพบุรุษ | <input type="checkbox"/> รสนิยมทางเพศ | <input type="checkbox"/> พรรคการเมืองที่สังกัด |
| <input type="checkbox"/> กลุ่มชาติพันธุ์ | <input type="checkbox"/> สถานภาพการสมรส | <input type="checkbox"/> ภาวะทุพพลภาพ |
| <input type="checkbox"/> อายุ | <input type="checkbox"/> การอยู่กินกันโดยไม่ได้แต่งงาน | <input type="checkbox"/> เหตุอื่น _____ |

ชื่อผู้ที่เลือกปฏิบัติ	ตำแหน่ง	วันที่เกิดเหตุ	สถานที่เกิดเหตุ หน่วยงาน

โปรดอธิบายด้วยคำพูดของคุณเองว่า เกิดการกระทำอะไรขึ้นที่ทำให้คุณเชื่อว่าคุณถูกเลือกปฏิบัติ

ระบุว่าคุณต้องการช่วยอย่างไร

ฉันเข้าใจว่าข้อมูลข้างต้นเป็นจริงและครบถ้วนเท่าที่ฉันทราบและเชื่อ

- ☐ ฉันไม่ยินยอมให้เปิดเผยชื่อของฉันหรือข้อมูลส่วนตัวอื่น ๆ ที่ระบุถึงตัวฉันได้ ฉันเข้าใจว่า ถ้าฉันไม่ยินยอมให้เปิดเผยข้อมูลดังกล่าว อาจส่งผลให้มีการสืบสวนคำร้องนี้
- ☐ การเซ็นชื่อในคำร้องนี้หมายความว่า ฉันอนุญาตให้สำนักงานสิทธิพลเมือง (Civil Rights Bureau หรือ CRB) ของ CDSS เปิดเผยชื่อและข้อมูลส่วนตัวอื่น ๆ ของฉันต่อบุคคลในองค์กรหรือสถาบันที่ถูกสืบสวน และต่อหน่วยงานอื่น ๆ ของรัฐบาลกลางและของรัฐ ตามกฎหมายและข้อบังคับที่มีผลบังคับใช้ของรัฐบาลกลางและของรัฐ ณ ที่นี้ ฉันอนุญาตให้ CRB รับเอกสารและข้อมูลต่าง ๆ รวมถึงแต่ไม่จำกัดเพียงใบสมัคร แฟ้มคดี ระเบียบส่วนบุคคล และวาระขบวน จะใช้เอกสารและข้อมูลดังกล่าวสำหรับการกระทำที่ได้รับอนุญาตเพื่อบังคับใช้ให้เป็นไปตามกฎหมายว่าด้วยสิทธิพลเมือง ฉันเข้าใจว่าฉันไม่จำเป็นต้องอนุญาตให้เปิดเผยข้อมูลดังกล่าว และฉันสมัครใจอนุญาตให้กระทำดังกล่าวได้

ลายเซ็นของผู้ร้องเรียน	วันที่
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GEN 1179 (Thai) (5/18)

State of California – Health and Human Services Agency

California Department of Social Services

СКАРГА ПРО ДИСКРИМІНАЦІЮ

Ім'я	Вид програми
Адреса (вулиця, будинок, квартира)	Номер справи
City, Штат, Zip-код	Номер телефону

Я вважаю, що мене дискримінували на основі:

- | | | |
|---|---|--|
| <input type="checkbox"/> Національності | <input type="checkbox"/> Статі | <input type="checkbox"/> Стану здоров'я |
| <input type="checkbox"/> Кольору шкіри | <input type="checkbox"/> Гендерної ідентичності | <input type="checkbox"/> Генетичної інформації |
| <input type="checkbox"/> Раси | <input type="checkbox"/> Статевого вираження | <input type="checkbox"/> Релігії |
| <input type="checkbox"/> Походження | <input type="checkbox"/> Сексуальної орієнтації | <input type="checkbox"/> Політичної приналежності |
| <input type="checkbox"/> Етнічної групи | <input type="checkbox"/> Сімейного стану | <input type="checkbox"/> Інвалідності |
| <input type="checkbox"/> Віку | <input type="checkbox"/> Цивільного шлюбу | <input type="checkbox"/> Будь-якої іншої можливої підстави _____ |

Ім'я особи, яка дискримінувала	Посада	Дата події	Місце події Агенція

Поясніть своїми словами, яка дія(ї) змусила(и) Вас вважати, що Вас дискримінували?

Вкажіть, якого рішення Ви очікуєте.

Я розумію, що вищевказана інформація є правдивою та повною, наскільки я знаю та переконаний(а).

- ☐ Я не даю мого дозволу на розголошення мого імені або іншої особистої ідентифікаційної інформації. Я розумію, що в результаті моєї відмови дати згоду на надання інформації цю скаргу, можливо, не буде розслідувано.
- ☐ Підписавши цю скаргу, я даю дозвіл Бюро громадянських прав CDSS (Civil Rights Bureau CRB) розкрити мою особу та іншу персональну інформацію особам з організацій або закладів, які знаходяться під розслідуванням, та іншим федеральним агенціям та агенціям штату згідно відповідних федеральних законів та нормативних актів та законів та нормативних актів штату. Цим я надаю CRB дозвіл отримувати матеріали та інформацію, включаючи, але не обмежуючись, заяви, матеріали справи, особові документи та медичні документи. Матеріали та інформацію повинно бути використано для санкціонованої діяльності з дотримання та забезпечення виконання цивільних прав. Я розумію, що я не зобов'язаний(а) надавати дозвіл на це розкриття інформації і я роблю це добровільно.

Підпис особи, яка подає скаргу	Дата
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GEN 1179 (Ukrainian) (5/18)



**DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMERICANS WITH DISABILITIES ACT (ADA)
COMPLAINT FORM**



This form is for a DPSS informal complaint procedure, designed to quickly resolve complaints regarding violations of the Americans with Disabilities Act.

The use of this form is not required to comply with federal regulations and does not initiate a lawsuit or formal complaint procedure.

You may file a complaint if you feel that you have been discriminated against due to your disability or are not satisfied with the service you received related accommodating your disability. Some disabilities may include, but are not limited to problems with walking, sitting, standing, reading, learning, understanding, speaking, hearing, seeing, being around crowds, and memory loss.

Instructions

1. Complaint must be in writing and should contain the name, address, and telephone number of complainant along with a brief description of the alleged violation(s).
2. Please include the corrective action being requested to resolve the alleged violation(s).
3. All complaint forms should be signed.
4. You may mail or email your complaint(s) to DPSS ADA Title II Coordinator or Chief Executive Office (CEO), Disability Civil Rights Section at:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (844) 586-5550
Fax: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(Office hours only 7:00 a.m. to 4:30 p.m.)

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
Telephone: (213) 202-6944
TTY: (855) 872-0443
Email: Adavis@ceo.lacounty.gov

5. You may request an informal meeting with the DPSS ADA Title II Coordinator to answer any questions.
6. DPSS will acknowledge receipt of your complaint in writing within five (5) workdays from the date the complaint was filed.

Please Note:

- Using this informal complaint procedure is not a requirement under federal regulations nor does it prevent you from filing a complaint with the appropriate federal enforcement agency.
- Any retaliation, coercion, intimidation, threat, interference, or harassment for filing of a complaint is prohibited and should be reported immediately to the DPSS ADA Title II Coordinator: (844) 586-5550 or to the County's CEO, Disability Civil Rights Section: (213) 202-6944.

This form is available in alternate format from the Departmental ADA Coordinator upon request.

ADA-PUB 1 (Rev. 04/17)



DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMERICANS WITH DISABILITIES ACT (ADA)
COMPLAINT FORM



Person completing form (**check one**): ☐ Complainant ☐ Authorized Representative

Name: _____

Address: _____

Telephone No.: (_____) _____

Email: _____

ALLEGED VIOLATIONS

Describe how the County of Los Angeles has not complied with the ADA. Provide sufficient detail to make your complaint clear (attach additional pages if necessary).

Date of Occurrence: _____

REQUESTED ACTION

What actions do you request the County take to correct the alleged ADA non-compliance or discrimination?

Signature: _____ Date: _____

"To Enrich Lives Through Effective and Caring Service"

ADA-PUB 1 (Rev. 04/17)



**DEPARTAMENTO DE SERVICIOS SOCIALES PÚBLICOS
DECRETO SOBRE LOS ESTADOUNIDENSES
CON DISCAPACIDADES (ADA)
FORMULARIO DE QUEJA**



Este formulario es para un procedimiento de queja informal del DPSS, diseñado para resolver rápidamente las quejas con respecto a las violaciones del Decreto sobre los Estadounidenses con discapacidades.

No se requiere el uso de este formulario para cumplir con las regulaciones federales y este no inicia una demanda o procedimiento de queja formal.

Usted puede presentar una queja si piensa que ha sido discriminado debido a su discapacidad o no está satisfecho con el servicio que recibió relacionado con la acomodación respecto a su discapacidad. Algunas discapacidades pueden incluir, pero no se limitan a problemas para caminar, sentarse, pararse, el aprender, la comprender, hablar, oír, ver, estar rodeado de mucha gente, y pérdida de la memoria.

Instrucciones

1. La queja debe ser por escrito y debe obtener el nombre, dirección y número de teléfono del reclamante junto con una breve descripción de la presunta violación(es).
2. Por favor, incluya la acción correctiva que se solicita para resolver la supuesta violación(es).
3. Todos los formularios de queja deben ser firmados.
4. Usted puede enviar por correo o por correo electrónico su queja(s) al Coordinador de ADA del DPSS Título II o Jefe de la Oficina Ejecutiva (CEO), Sección de Derechos Civiles sobre la Discapacidad en:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
Teléfono: (844) 586-5550
Fax: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(Horario de oficina sólo 7:00 a.m. a 4:30 p.m.)

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
Teléfono: (213) 202-6944
TTY: (855) 872-0443
Correo electrónico:
Adavis@ceo.lacounty.gov

5. Usted puede solicitar una reunión informal con el Coordinador de ADA título II del DPSS para responder a cualquier pregunta.
6. El DPSS admitirá el recibo de su queja por escrito dentro de los cinco (5) días laborables a partir de la fecha que la queja fue presentada.

Por favor, note:

- El uso de este procedimiento de queja informal no es un requisito bajo las regulaciones federales, tampoco le impide presentar una queja ante de la agencia del orden federal correspondiente.
- Cualquier represalia, coacción, intimidación, amenaza, interferencia o acoso por la presentación de una queja está prohibido y debe ser reportado inmediatamente al Coordinador de ADA título II del DPSS: (844) 586-550 o al director general del Condado, Sección de Derechos Civiles sobre la Discapacidad: (213) 202-6944.

Este formulario está disponible a petición en formato alternativo del coordinador Departamental de ADA.

DA-PUB 1 (04/17) SPANISH



DEPARTAMENTO DE SERVICIOS SOCIALES PÚBLICOS
 DECRETO SOBRE LOS ESTADOUNIDENSES
 CON DISCAPACIDADES (ADA)
 FORMULARIO DE QUEJA



Persona que completa el formulario (*marque uno*): ☐ Reclamante ☐ Representante Autorizado

Nombre: _____

Dirección: _____

No. de Teléfono: (____) _____

Correo electrónico: _____

PRESUNTAS VIOLACIONES

Describa cómo el Condado de Los Angeles no ha cumplido con el ADA. Proporcione suficientes detalles para hacer su queja clara (adjunte páginas adicionales si es necesario).

Fecha del incidente: _____

ACCIÓN SOLICITADA

¿Qué acciones usted solicita que el Condado tome para corregir el presunto incumplimiento o discriminación?

Firma: _____ Fecha: _____

"Enriqueciendo Vidas a Través de un Servicio Efectivo y Humanitario"

DA-PUB 1 (04/17) SPANISH



**ՀԱՄԱՐԱԿԱԿԱՆ ՄՈՅԻԱԼԱԿԱՆ
ԾԱՌԱՅՈՒԹՅՈՒՆՆԵՐԻ ՎԱՐՉՈՒԹՅՈՒՆ
ՀԱՇՎԱՆՊԱՍՏՈՒԹՅՈՒՆ ՈՒՆԵՑՈՂ ԱՄԵՐԻԿԱՅԻՆ ԵՐԻ ԱԿՏ (ADA)
ԲՈՂՈՔԻ ՁԵՎ**



Այս ձևը DPSS-ի ոչ պաշտոնական բողոքի ընթացակարգի համար է, որը նախատեսված է հաշմանդամություն ունեցող ամերիկացիների ակտի խախտումները արագ լուծելու համար:

Այս ձևի օգտագործումը չի մտնում այն պահանջների մեջ, որոնք ներկայացնում են դաշնային կանոնակարգերը և չի նախաձեռնում հայց կամ բողոքի օրինական հետաքննում:

Դուք կարող եք բողոքել, եթե կարծում եք, որ ձեր նկատմամբ ցուցաբերվել է խտրականություն, ձեր հաշմանդամության պատճառով կամ դժգոհ եք այն ծառայություններից, որոնք տրամադրվել են ձեզ, ելնելով ձեր հաշմանդամությունից: Հաշմանդամություն կարող են համարվել, բայց չեն սահմանափակվում միայն այն խնդիրներով, որոնք կապված են՝ քայլելու, նստելու, կանգնելու, կարդալու, սովորելու, հասկացողության, խոսելու, լսելու, տեսնելու, բազմության մեջ գտնվելու և հիշողության կորստի հետ:

Հրահանգներ

1. Բողոքը պետք է լինի գրավոր և պետք է պարունակի բողոքարկողի՝ անունը, հասցեն և հեռախոսահամարը, ենթադրյալ խախտման(ների) համառոտ նկարագրության հետ միասին:
2. Խնդրում ենք, նշել ուղղիչ գործողությունը, որը պահանջվում է ենթադրյալ խախտում(ները) լուծելու համար:
3. Բոլոր բողոքի ձևերը պետք է ստորագրված լինեն:
4. Դուք կարող եք փոստով կամ էլ փոստով ուղարկել ձեր բողոքը(ները) DPSS-ի ADA Title II ծրագրի կոորդինատորին կամ Դիսավոր Գործադիր Գրասենյակին (CEO), Հաշմանդամության Քաղաքացիական Իրավունքների բաժնին, հետևյալ հասցեով:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
Հեռախոս. (844) 586-5550
Fax: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(Աշխատանքային ժամերը, միայն առավոտյան
7:00 ից մինչև երեկոյան 4:30)

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
Հեռախոս. (213) 202-6944
TTY: (855) 872-0443
Էլ փոստ. Adavis@ceo.lacounty.gov

5. Դուք կարող եք պահանջել ոչ պաշտոնական հանդիպում DPSS-ի ADA Title II ծրագրի կոորդինատորի հետ, ցանկացած հարցի պատասխանը ստանալու համար:
6. DPSS-ը գրավոր կհաստատի ձեր բողոքի ստանալը, բողոքը ներկայացնելու օրվանից հաշված, հինգ (5) աշխատանքային օրվա ընթացքում:

Խնդրում ենք, նկատի ունենալ.

- Այս ոչ պաշտոնական բողոքի կարգը չի պահանջում ըստ դաշնային կանոնակարգերի, ոչ էլ կանխում է, որ բողոք ներկայացնեք համապատասխան դաշնային հարկադիր գործակալությունը:
- Բողոք ներկայացնելու պարագայում ցանկացած փոխհատուցում, հարկադրանք, ահաբեկում, սպառնալիք կամ ձևում արգելվում է և պետք է անմիջապես հաղորդվի DPSS-ի ADA Title II ծրագրի կոորդինատորին, հետևյալ համարով՝ (844) 586-5550 կամ մարզի CEO-ին, Հաշմանդամության Քաղաքացիական Իրավունքների բաժնին՝ (213) 202-6944 համարով:

Պահանջելու դեպքում, այս ձևը կարող եք ստանալ այլընտրանքային ձևաչափով, վարչական ADA ծրագրի կոորդինատորից:

ADA-PUB 1 (Rev. 04/17) ARMENIAN



**ՀԱՄԱՐԱԿԱԿԱՆ ՍՈՑԻԱԼԱԿԱՆ
ԾԱՌԱՅՈՒԹՅՈՒՆՆԵՐԻ ՎԱՐՉՈՒԹՅՈՒՆ
ՀԱՇՄԱՆԴԱՍՈՒԹՅՈՒՆ ՈՒՆԵՑՈՂ ԱՄԵՐԻԿԱՑԻՆԵՐԻ ԱԿՏ (ADA)
ԲՈՂՈՔԻ ՁԵՎ**



Ձեր լրացնող անձ (*եջեղ մեկը*)

☐

Բողոքող

☐

Լիազորված Ներկայացուցիչ

Անուն _____

Հասցե _____

Հեռախոսահամար. (____) _____

Էլ փոստ _____

ԵՆԹԱԴՐՅԱԼ ԽԱՔՏՈՒՄՆԵՐ

Նկարագրեք, թե ինչպես է ինչպես է մարզը ADA-ը չի կատարել: Ներկայացրեք բավարար մանրամասներ, ձեր բողոքը հստակ ներկայացնելու համար (կցեք լրացուցիչ էջեր, եթե անհրաժեշտ է):

Միջադեպի ամսաթիվը _____

ՊԱՀԱՆՋՎՈՂ ԳՈՐԾՈՂՈՒԹՅՈՒՆ

Ի՞նչ գործողություններ եք պահանջում, որ մարզը ձեռնարկի, որպեսզի ուղղի ենթադրյալ ADA-ի անհամապատասխանությունը կամ խտրականությունը:

Ստորագրություն _____

Ամսաթիվ _____

«Հարատևեցնե՛ք մարդկանց կյանքերը արդյունավետ և հոգատար ծառայություններով»



**ក្រសួងសង្គមកិច្ចសាធារណៈ
ទម្រង់បែបបទពាក្យបណ្តឹងនៃ
ច្បាប់ការពារជនពិការអាមេរិកាំង (ADA)**



ទម្រង់បែបបទនេះគឺសំរាប់ជានីតិវិធីបណ្តឹងក្រៅផ្លូវការតាមរយៈ DPSS ដែលបានរៀបចំឡើងដើម្បីដោះស្រាយពាក្យបណ្តឹងឱ្យបានឆាប់រហ័ស ដែលទាក់ទងទៅនឹងការរំលោភបំពានលើច្បាប់ការពារជនពិការអាមេរិកាំង។

ការប្រើទម្រង់បែបបទនេះមិនតម្រូវឱ្យអនុវត្តទៅតាមបទបញ្ញត្តិសហព័ន្ធ និង មិនមែនផ្ដើមពាក្យបណ្តឹងតាមផ្លូវច្បាប់ ឬ នីតិវិធីបណ្តឹងជាផ្លូវការនោះទេ។

អ្នកប្រហែលជាអាចដាក់ពាក្យបណ្តឹងមួយ បើសិនជាអ្នកមានអារម្មណ៍ថាអ្នកត្រូវបានរើសអើង ពីព្រោះតែភាពពិការរបស់អ្នក ឬ អ្នកមិនពេញចិត្តចំពោះកិច្ចការជួយដែលអ្នកបានទទួល ដែលទាក់ទងនឹងសេចក្តីត្រូវការលើភាពពិការរបស់អ្នក។ ភាពពិការមួយចំនួនអាចមានរួមទាំង ប៉ុន្តែមិនកំរិតត្រឹមតែ បញ្ហាជាមួយនឹងការដើរ ការអង្គុយ ការឈរ ការអាន ការរៀន ការយល់ដឹង ការនិយាយ ការស្តាប់ ការមើលឃើញ ការស្ថិតនៅក្នុងចំណោមប្លង់មនុស្សជាច្រើន និង ការបាត់បង់ស្មារតីចងចាំ។

សេចក្តីណែនាំបង្ហាញ

1. ពាក្យបណ្តឹងត្រូវតែសរសេរជាលាយលក្ខណ៍អក្សរ ហើយគួរតែមានឈ្មោះ អាសយដ្ឋាន និង លេខទូរស័ព្ទរបស់អ្នកដាក់ប្តឹង ជាមួយនឹងសេចក្តីរៀបរាប់សង្ខេបនៃការចោទប្រកាន់អំពីការរំលោភបំពាន។
2. សូមដាក់បញ្ចូលវិធានការកែតម្រូវដែលត្រូវបានស្នើសុំ ដើម្បីដោះស្រាយនូវការចោទប្រកាន់អំពីការរំលោភបំពាន។
3. ទម្រង់បែបបទពាក្យបណ្តឹងទាំងអស់ គួរតែត្រូវបានចុះហត្ថលេខា។
4. អ្នកអាចផ្ញើតាមប្រៃសណីយ៍ ឬ អ៊ីម៉ែលពាក្យបណ្តឹងរបស់អ្នកទៅអ្នកសម្របសម្រួលផ្នែក ADA ចំណងជើងទី II នៃ DPSS ឬ ទៅការិយាល័យនៃអគ្គនាយក (CEO) អង្គភាពផ្នែកសិទ្ធិមនុស្សពិការ ដែលមានរាយឈ្មោះខាងក្រោម ៖

ADA Title II Coordinator
 Department of Public Social Services
 12860 Crossroads Parkway South
 City of Industry, CA 91746
 លេខទូរស័ព្ទ: (562) 908-8501
 Fax: (562) 692-2240
 TTY: (877) 735-2929 (California Relay) (ពេល
 ម៉ោងធ្វើការប៉ុណ្ណោះ: 7:00 a.m. ដល់ 4:30 p.m.)

Chief Executive Office
 Disability Civil Rights Section
 500 West Temple Street, Room 754
 Los Angeles, California 90012
 លេខទូរស័ព្ទ: (213) 202-6944
 TTY: (855) 872-0443
 អ៊ីម៉ែល: Adavis@ceo.lacounty.gov

5. អ្នកអាចស្នើសុំជំនួយជាផ្លូវការដើម្បីពិភាក្សាជាមួយនឹងអ្នកសម្របសម្រួលរបស់ DPSS ផ្នែក ADA ចំណងជើងទី II ដើម្បីឱ្យគេឆ្លើយនូវសំណួរផ្សេងៗ ណាមួយបាន។
6. ក្រសួង DPSS នឹងទទួលស្គាល់ការទទួលពាក្យបណ្តឹងរបស់អ្នកជាលាយលក្ខណ៍អក្សរ នៅក្នុងអំឡុងពេលប្រាំ (5) ថ្ងៃធ្វើការ ចាប់ពីថ្ងៃដែលពាក្យបណ្តឹងត្រូវបានដាក់ប្តឹងនេះ។

សូមកត់ចំណាំ:

- ការប្រើនីតិវិធីបណ្តឹងក្រៅផ្លូវការនេះ គឺមិនមែនជាសេចក្តីតម្រូវមួយនៅក្រោមបទបញ្ញត្តិសហព័ន្ធ ឬក៏ វាពុំរារាំងមិនឱ្យអ្នកដាក់ពាក្យប្តឹងជាមួយនឹងទីភ្នាក់ងារក្រសួងមានសមត្ថកិច្ចសហព័ន្ធដែលពាក់ព័ន្ធនោះទេ។
- ការសងសឹង ការបង្ខិតបង្ខំ ការគំរាមគំហែង ការប្រៀតប្រែក ឬ ការតាមយាយីណាមួយ សំរាប់ការដាក់ពាក្យប្តឹងគឺត្រូវបានហាមឃាត់ និង ត្រូវតែរាយការណ៍ជាបន្ទាន់ទៅអ្នកសម្របសម្រួលរបស់ DPSS ផ្នែក ADA ចំណងជើងទី II លេខ: (562) 908-8501 ឬទៅការិយាល័យ CEO ខោនធី អង្គភាពផ្នែកសិទ្ធិមនុស្សពិការ លេខ: (213) 202-6944 ។

ទម្រង់បែបបទនេះគឺមានផ្តល់ជូននៅក្នុងទម្រង់ទ្រាយធំរៀងរាល់ដោយអ្នកសម្របសម្រួលផ្នែកអង្គភាព ADA តាមការស្នើសុំ។

ADA-PUB 1 (Rev. 04/17) CAMBODIAN



**ក្រសួងសង្គមកិច្ចសាធារណៈ
ទម្រង់បែបបទពាក្យបណ្តឹងនៃ
ច្បាប់ការពារជនពិការអាមេរិកាំង (ADA)**



អ្នកបំពេញទម្រង់បែបបទ (សូមគូសប្រអប់មួយ): ☐ អ្នកដាក់ប្តឹង ☐ អ្នកតំណាងស្របច្បាប់

ឈ្មោះ: _____

អាសយដ្ឋាន: _____

លេខទូរស័ព្ទ: (____) _____

អ៊ីម៉ែល: _____

ការចោទប្រកាន់លើបទរំលោភបំពាន

សូមរៀបរាប់អំពីអ្វីៗដែលឡូសអិសយីឡេសខោនធីមិនបានអនុវត្តទៅតាម ADA ។ សូមផ្តល់នូវព័ត៌មានឱ្យបានគ្រប់គ្រាន់យ៉ាងលម្អិត ដើម្បីធ្វើឱ្យពាក្យបណ្តឹងរបស់អ្នកបានច្បាស់លាស់ (សូមភ្ជាប់ទំព័របន្ថែម បើសិនជាចាំបាច់)។

ការស្នើសុំឱ្យចាត់វិធានការ

តើវិធានការអ្វីខ្លះ ដែលអ្នកស្នើសុំឱ្យខោនធីយកទៅកែសម្រួលឱ្យបានត្រឹមត្រូវលើការចោទប្រកាន់ថាមិនបានអនុវត្តតាម ADA ឬ ការរើសអើងនោះ?

ហត្ថលេខា: _____ ខែថ្ងៃឆ្នាំ: _____

ធ្វើឱ្យជីវិតមានន័យខ្លីមសារឡើង តាមរយៈកិច្ចការជួយបំរើដែលមានប្រសិទ្ធភាព និង ការយកចិត្តទុកដាក់

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公共社會服務局
美國殘障者法案 (ADA)
投訴表格



此表格為 DPSS 非正式的投訴程序, 旨在迅速解決有關違反美國殘障法案的投訴。

本表格的使用無須遵循聯邦政府的規則, 並且它不是法律訴訟或正式投訴的開端。

你可以提交投訴如果你覺得由於殘障而被歧視, 或者你對於有關為你的殘障所做的調整服務感到不滿意。某些殘障困難可以包括, 但不限於行走, 就坐, 站立, 閱讀, 學習, 瞭解, 說話, 聆聽, 觀看, 難以處於人羣之中, 以及喪失記憶。

指示

1. 投訴必須是以書面的方式並且應該具有投訴者的姓名, 地址, 和電話號碼以及有關涉嫌違規的簡短敘述。
2. 請包括對於涉嫌違規所要求採取糾正的行動。
3. 所有的投訴表格都應該簽署姓名。
4. 你可以郵寄或電郵你的投訴給 DPSS ADA 題案 II 協調員或者首席執行官 (CEO), 殘障民權部在:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
電話: (844) 586-5550
傳真: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(辦公時間只從早上 7:00. 到下午 4:30.)

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
電話: (213) 202-6944
TTY: (855) 872-0443
電郵: Adavis@ceo.lacounty.gov

5. 你可以要求與 DPSS ADA 題案 II 協調員進行非正式的會議以回答任何的問。
6. 在你提交證明後的五個 (5) 工作天之內, DPSS 將以書面方式向你確認已收到投訴。

請注意:

- 此非正式的投訴程序並非聯邦政府的規定, 它也不會阻止你向適當的聯邦執法代理機構提交投訴。
- 任何對於提出投訴而採取的報復, 脅迫, 恐嚇, 威脅, 干擾或騷擾行為是被禁止的, 應該將這些行為立即告知 DPSS ADA 題案 II 協調員: (844) 586-5550 或縣政府的 CEO, 殘障民權部門: (213) 202-6944。

ADA 部門協調員在你的要求下, 可以提供不同形式的表格。

ADA-PUB 1 (Rev.04/17) (CHINESE)



公共社會服務局
美國殘障者法案 (ADA)
投訴表格



表格填寫者 (勾選一者):

☐ 投訴者

☐ 授權代表

姓名: _____

地址: _____

電話號碼: (____) _____

電郵: _____

涉嫌違規

敘述洛杉磯縣政府是如何地不遵守 ADA. 提供足夠的細節使你的投訴清楚明瞭 (如果需要, 請附上額外的紙張).

事件發生日期: _____

要求採取的行動

你要求縣政府採取如何的行動來糾正所指控的不遵守 ADA 規則或歧視的行為?

簽字: _____ 日期: _____

以有效和關懷的服務來豐富生活

ADA-PUB 1 (Rev.04/17) (CHINESE)



DEPARTMENT OF PUBLIC SOCIAL SERVICES
قانون آمریکایی های معلول (ADA)
فرم شکایت



این فرم DPSS برای روند شکایت رسمی طراحی شده، و برای حل و فصل سریع شکایات مربوط به نقض قانون آمریکا یی های معلول می باشد.

استفاده از این فرم مورد نیاز نمی باشد تا با رعایت از قوانین و مقررات فدرال و طرح دعوی در دادگاه و یا روش شکایت رسمی را آغاز کرد.

اگر شما احساس می کنید که به علت ناتوانی خود مورد تبعیض قرار گرفته اید و یا با خدماتی که شما مرتبط به انطباق ناتوانی خود دریافت کرده اید راضی نیستید، شما ممکن است که یک شکایت طرح کنید. برخی از ناتوانی ها ممکن است شامل، ولی نه محدود به مشکلات راه رفتن، نشستن، ایستادن، خواندن، یادگیری، درک، صحبت کردن، شنیدن، دیدن، بودن در میان جمعیت، و از دست دادن حافظه باشد.

دستور العمل ها

1. شکایت باید کتبی باشد و باید شامل نام، آدرس، و شماره تلفن شاکی همراه با شرح مختصری از تخلف ادعا (ها) باشد.
2. لطفاً اقدامات اصلاحی مورد تقاضا برای حل و فصل تخلف ادعا (ها) را شامل کنید.
3. همه فرم های شکایت باید امضا شود.
4. شما ممکن است که شکایت (ها)ی خود را توسط پست و یا پست الکترونیکی به DPSS ADA Title II Coordinator یا Chief Executive Office (CEO)، بخش حقوق مدنی ناتوانی در آدرس زیر بفرستید:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
تلفن: (844) 586-5550
فکس: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(ساعات اداره 7:00 صبح تا 4:30 بعد از ظهر)
پست الکترونیکی

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
تلفن: (213) 202-6944
TTY: (855) 872-0443
پست الکترونیکی: Adavis@ceo.lacounty.gov

5. برای پاسخ به هر گونه سوال شما ممکن است که یک جلسه رسمی با DPSS ADA Title II Coordinator درخواست کنید.
6. DPSS شکایت خود را کتباً ظرف پنج روز (5) کاری از تاریخی که شکایت طرح شده است آن را تصدیق می کند.

لطفاً توجه داشته باشید:

- استفاده از این روند شکایت رسمی طبق مقررات فدرال مورد نیاز نیست و آن شما را از طرح شکایت با سازمان اجرای فدرال مناسب را منع نمی کند.
- هر اقدام تلافی جویانه، فشار، ارباب تهدید، دخالت یا آزار و اذیت برای تشکیل پرونده از یک شکایت ممنوع است و باید فوراً به DPSS ADA Title II Coordinator: (844) 586-5550 و یا به مدیر عامل این کشور، بخش حقوق مدنی ناتوانی: (213) 202-6944 گزارش شود.

این فرم در فرمت دیگری از هماهنگ کننده اداره ADA بنا به درخواست در دسترس می باشد.



DEPARTMENT OF PUBLIC SOCIAL SERVICES
 قانون آمریکایی های معلول (ADA)
 فرم شکایت



شخصی که فرم را تکمیل می کند (یکی را چک کنید): ☐ شکایت ☐ نماینده مجاز

نام: _____

آدرس: _____

شماره تلفن: (____) _____

پست الکترونیکی: _____

ادعای نقض
 توصیف کنید که چگونه کانتی لس آنجلس قوانین ADA را رعایت نکرده است. جزئیات کافی برای روشن کردن شکایت خود ارائه دهید. (در صورت لزوم صفحات اضافی ضمیمه کنید).

تاریخ وقوع: _____

اقدامات درخواستی
 چه اقداماتی را از کانتی درخواست می کنید که برای اصلاح به اتهام عدم رعایت ADA یا تبعیض انجام دهد؟

امضا: _____ تاریخ: _____

"To Enrich Lives Through Effective and Caring Service"

ADA-PUB 1 (Rev. 04/17) - FARSI



사회복지국
미국장애인법(ADA)
불만 제기 양식



이 양식은 미국장애인법 위반에 대한 불만 사항을 신속히 해결하기 위해 고안된 DPSS 비공식 불만 제기 절차입니다.

이 양식을 사용하는 것이 연방 규정을 준수하는데 요구되는 것이 아니며, 소송 또는 정식으로 불만 제기 절차를 시작하는 것도 아닙니다.

만일 당신의 장애로 인해 차별대우를 받았다고 여기거나, 당신의 장애에 관련된 편의 제공 서비스에 만족하지 않는 경우, 불만을 제기할 수 있습니다. 일부 장애는 걷고, 앉아 있고, 서 있고, 읽고, 배우고, 이해하고, 말하고, 듣고, 보고, 군중 속에 있는 것과, 기억 상실에 관한 문제가 포함되나, 이에 국한되는 것은 아닙니다.

지침 사항

1. 불만 제기는 서면으로 해야 하며, 당신이 주장하는 위반 사항(들)에 대한 간략한 설명과 함께 불만제기인의 이름, 주소 및 전화 번호가 포함되어야 합니다.
2. 당신이 주장하는 위반 사항(들)을 해결하기 위해 요구되는 지정 조치를 기입하십시오.
3. 모든 불만 제기 양식에 서명을 해야 합니다.
4. 우편 또는 이메일로 당신의 불만 사항(들)을 DPSS ADA 표제 II 코디네이터 또는 최고 경영자(CEO), 장애 민권 부서로 보내십시오:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
전화: (844) 586-5550
Fax: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(근무시간에 한함: 7:00 a.m.에서 4:30 p.m.)

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
전화: (213) 202-6944
TTY: (855) 872-0443
이메일: Adavis@ceo.lacounty.gov

5. 모든 의문 사항에 대한 답변을 위해 DPSS ADA 표제 II 코디네이터와의 비공식 연담을 요청할 수 있습니다.
6. DPSS는 불만을 제기된 날짜로부터 근무일로 오(5)일 이내에 당신의 불만이 접수되었음을 서면으로 알려드리겠습니다.

주의하시기 바랍니다:

- 이 비공식 불만 제기 절차를 사용하는 것이 연방 규정에 따른 요구사항이 아니며 당신이 적합한 연방 집행 기관에 불만을 제기하는 것을 막기 위한 것도 아닙니다.
- 불만제기에 대해 어떠한 보복, 강요, 협박, 위협, 간섭이나 회롱이든 금지되며, DPSS ADA 표제 II 코디네이터: (844) 586-5550번으로, 또는 카운티의 CEO, 장애 민권 부서: (213) 202-6944번으로 즉시 신고해야 합니다.

이 양식은 요청에 따라 부서별 ADA 코디네이터로부터 대안 형식으로 제공됩니다.

ADA-PUB 1 (Rev. 04/17) KOREAN



사회복지국
미국장애인법(ADA)
불만 제기 양식



양식 작성인(한 개만 체크 표시): ☐ 불만 제기인 ☐ 권한 대리인

이름: _____

주소: _____

전화 번호: (____) _____

이메일: _____

당신이 주장하는 위반 사항

로스엔젤레스 카운티에서 장애인법(ADA)을 어떻게 준수하지 않았는지 설명하십시오.
(필요시 추가 페이지 첨부). 불만을 명확히 하기에 충분한 내용을 상세히 주십시오.

발생일: _____

조치 요청

당신이 주장한 ADA 불이행 또는 차별대우를 시정하기 위해 카운티에서 어떤 조치를 취해 주길 요청합니까?

설명: _____ 날짜: _____

"효율적 보호 관리 서비스를 통한 풍성한 삶"

ADA-PUB 1 (Rev. 04/17) KOREAN



**УПРАВЛЕНИЕ СОЦОБЕСПЕЧЕНИЯ
АКТ ОБ АМЕРИКАНСКИХ ГРАЖДАНАХ
ИМЕЮЩИХ ИНВАЛИДНОСТЬ (ADA)
ФОРМА ДЛЯ ПОДАЧИ ЖАЛОБЫ**



Данная форма предназначена для неофициальной подачи жалобы в Управление DPSS в целях ускоренного рассмотрения нарушений в рамках Акта об Американских гражданах, имеющих инвалидность.

Использование данной формы не входит в число требований, предъявляемых федеральным законодательством и не является основанием для возбуждения судебного процесса или официального расследования жалобы.

Вы можете подать жалобу если считаете, что в отношении вас была проявлена дискриминация по причине вашей инвалидности, или если вы не удовлетворены теми услугами, которые были вам предоставлены в связи с вашей инвалидностью. Некоторые виды инвалидности могут включать, но не ограничиваются такими проблемами как трудности при ходьбе, сидении, стоянии, чтении, обучении, понимании, проблемы слуха, речи, зрения, боязнь толпы и потеря памяти.

Инструкции

1. Жалоба должна подаваться в письменном виде и содержать такие данные как имя, адрес, номер телефона подающего жалобу, а также краткое описание предполагаемых нарушений.
2. Укажите также, пожалуйста, какие меры, как вы считаете, должны быть приняты, чтобы эти предполагаемые нарушения были исправлены.
3. Все формы жалобы должны быть подписаны.
4. Вы можете отправить жалобу(ы) по почте или по e-мейлу Координатору программы ADA Title II Управления DPSS или в Офис Исполнительного Директора (CEO), Отдел по Гражданским правам имеющих инвалидность по адресу:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
Телефон: (844) 586-5550
Fax: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(Часы работы: с 7:00 утра до 4:30 дня)

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
Телефон: (213) 202-6944
TTY: (855) 872-0443
Е-мейл: Adavis@ceo.lacounty.gov

5. Вы можете попросить назначить вам неофициальную встречу с Координатором программы ADA Title II Управления DPSS, чтобы получить ответы на имеющиеся у вас вопросы.
6. Управление DPSS в письменном виде уведомит вас о получении жалобы в течение пяти (5) рабочих дней считая с даты регистрации жалобы.

Учтите, пожалуйста:

- Эта неофициальная процедура подачи жалобы не входит в число требований, предъявляемых федеральным законодательством и не препятствует подаче вами официальной жалобы в соответствующие правоохранительные государственные структуры.
- Любое подавляющее действие, ограничение, угрозы, запугивание, вмешательство, преследование, имеющие целью помешать подаче жалобы, запрещены и о них необходимо незамедлительно сообщать Координатору программы ADA Title II Управления DPSS по номеру: (844) 586-5550 или же в Офис Исполнительного Директора (CEO), Отдел по Гражданским правам имеющих инвалидность по номеру: (213) 202-6944.

Данная форма может быть получена в альтернативном формате по вашему запросу у Ведомственного Координатора программы ADA.

ADA-PUB 1 (Rev. 04/17) RUSSIAN



**УПРАВЛЕНИЕ СОЦОБЕСПЕЧЕНИЯ
АКТ ОБ АМЕРИКАНСКИХ ГРАЖДАНАХ
ИМЕЮЩИХ ИНВАЛИДНОСТЬ (ADA)
ФОРМА ДЛЯ ПОДАЧИ ЖАЛОБЫ**



Лицо, заполняющее форму(отметьте одно): ☐ Подающий жалобу
☐ Уполномоченный представитель

Имя: _____

Адрес: _____

Но. телефона: (____) _____

Е-мейл: _____

ПРЕДПОЛАГАЕМЫЕ НАРУШЕНИЯ

Укажите, как именно Округ Лос-Анджелес нарушил законоположения акта ADA.
 Предоставьте как можно больше деталей, чтобы сделать вашу жалобу как можно более
 ясной (при необходимости, приложите дополнительные листки бумаги).

Дата предполагаемого нарушения _____

ТРЕБУЕМЫЕ ДЕЙСТВИЯ

Какие действия, по вашему мнению, должны быть предприняты, чтобы исправить
 предполагаемые нарушения положений акта ADA или дискриминацию?

Подпись: _____ Дата: _____

«Обогатить жизни путем эффективного и заботливого обслуживания»

ADA-PUB 1 (Rev.04/17) RUSSIAN



**KAGAWARAN NG PAMPUBLIKONG SERBISYONG PANLIPUNAN
PORMULARYO NG REKLAMO SA BATAS PARA SA MGA
AMERIKANONG MAY KAPANSANAN (ADA)**



Ang pormularyong ito ay para sa impormal na pamamaraan ng reklamo sa DPSS, na dinisenyo upang mabilis na malutas ang mga reklamo tungkol sa mga paglabag sa Batas para sa mga Amerikanong may Kapansanan.

Ang paggamit ng pormularyong ito ay hindi kinakailangan upang sumunod sa mga pederal na regulasyon at hindi magsisimula ng isang usapin o pormal na pamamaraan sa reklamo.

Maaari kang magsampa ng reklamo kung sa palagay mo na ikaw ay biktima ng diskriminasyon dahil sa iyong kapansanan o hindi nasiyahan sa mga serbisyong natanggap mo kaugnay sa iyong kapansanan. Ang ilang mga kapansanan na maaaring ibilang, ngunit hindi limitado sa mga problema sa paglakad, pag-upo, pagtayo, pagbasa, pag-aaral, pag-unawa, pagsasalita, pandinig, paningin, napapaligiran ng maraming tao, at pagkawala ng memorya.

Mga Tagubilin

1. Ang reklamo ay dapat na nakasulat at dapat na naglalaman ng pangalan, tirahan, at numero ng telepono ng nagrereklamo na kasama ang isang maikling paglalarawan ng mga di-umano'y (mga) paglabag.
2. Mangyaring isama ang mga tamang aksyon na hiniling upang malutas ang di-umano'y (mga) paglabag.
3. Ang lahat ng mga pormularyo ng reklamo ay dapat na mapirmahan.
4. Maaari mong ikoreo o i-email ang iyong (mga) reklamo sa ADA Title II Coordinator ng DPSS o sa Chief Executive Office (CEO), Disability Civil Rights Section sa:

ADA Title II Coordinator
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
Telepono: (844) 586-5550
Fax: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
(Mga oras ng tanggapan lamang 7:00 a.m.
hanggang 4:30 p.m.)

Chief Executive Office
Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
Telepono: (213) 202-6944
TTY: (855) 872-0443
Email: Adavis@ceo.lacounty.gov

5. Maaari kang humiling ng isang impormal na pagpupulong sa DPSS ADA Title II Coordinator upang sagutin ang anumang mga katanungan.
6. Kikilalaning natanggap ng DPSS ang iyong nakasulat na reklamo sa loob ng limang (5) araw ng trabaho mula sa petsa na ang reklamo ay isinampa.

Mangyaring Tandaan:

- Ang paggamit nitong impormal na pamamaraan ng reklamo ay hindi kinakailangan sa ilalim ng mga pederal na regulasyon at hindi ka rin mapipigilan sa pagsasampa ng reklamo sa angkop na pederal na ahensiya ng pagpapatupad.
- Ang anumang paghihiganti, pamimilit, pananakot, pagbabanta, pagkagambala, o panliligalig para sa paghaharap ng isang reklamo ay ipinagbabawal at dapat na iniulat agad sa ADA Title II Coordinator ng DPSS: (844) 586-5550 o sa CEO ng County, Disability Civil Rights Section: (213) 202-6944.

Ang pormularyong ito ay makukuha sa mga alternatibong format kung hihilingin mula sa Kagawaran ng ADA Coordinator.



**KAGAWARAN NG PAMPUBLIKONG SERBISYONG PANLIPUNAN
PORMULARYO NG REKLAMO SA BATAS PARA SA MGA
AMERIKANONG MAY KAPANSANAN (ADA)**



Taong kumukumpleto ng pormularyo (*lagyan ng tsek ang isa*):

☐ Nagreklamo ☐ Pinahintulatang Kinatawan

Pangalan: _____

Tirahan: _____

Numero ng Telepono: (____) _____

Email: _____

MGA DI-UMANO'Y PAGLABAG

Ilarawan kung paano hindi tumupad ang County ng Los Angeles sa ADA. Magbigay ng sapat na detalye upang mapalinaw ang iyong reklamo (maglakip ng karagdagang mga pahina kung kinakailangan).

Petsa ng Pangyayari: _____

HINILING NA AKSYON

Ano ang hinihiling mong mga aksyon sa County upang iwasto ang mga di-umano'y di-pagsunod o diskriminasyon sa ADA?

Lagda: _____ Petsa: _____

"Upang Pagyamanin Ang Buhay Sa Pamamagitan Ng Mabisa at Maarugang Serbisyo"
"To Enrich Lives Through Effective and Caring Service"

ADA-PUB 1 (04/17) TAGALOG



SỞ DỊCH VỤ XÃ HỘI CÔNG CỘNG
ĐẠO LUẬT VỀ NGƯỜI MỸ CÓ KHUYẾT TẬT (ADA)
ĐƠN KHIẾU NẠI



Mẫu đơn này được Sở DPSS dùng để tiến hành một thủ tục khiếu nại không chính thức, nhằm giải quyết nhanh chóng những sự khiếu nại liên quan tới Đạo Luật về Người Mỹ Có Khuyết Tật.

Việc sử dụng mẫu đơn này không phải là theo quy định nhằm tuân thủ những điều lệ của liên bang, và không khởi xướng một vụ kiện tụng hoặc một thủ tục khiếu tố chính thức.

Quý vị có thể nộp một đơn khiếu nại nếu quý vị cảm thấy là đã bị phân biệt đối xử do quý vị có khuyết tật, hoặc nếu quý vị không hài lòng về cung cách phục vụ đối với quý vị, liên quan tới việc sửa đổi hợp lý, nhằm thích ứng với tình trạng khuyết tật của quý vị. Một số khuyết tật có thể bao gồm, nhưng không giới hạn ở, những vấn đề về đi, đứng, ngồi, đọc, học hỏi, hiểu, nói, nghe, nhìn, cảm thấy bất an khi ở chỗ đông người, và mất trí nhớ.

Hướng Dẫn

1. Việc khiếu nại phải được trình bày bằng văn bản, trong đó cần liệt kê tên họ, địa chỉ, và số điện thoại của người khiếu nại, kèm với việc miêu tả ngắn gọn về (những) điều bị coi là (những) sự vi phạm.
2. Xin quý vị cũng cho biết biện pháp sửa đổi nào mà quý vị yêu cầu, nhằm giải quyết (những) điều bị coi là (những) sự vi phạm đó.
3. Mọi đơn khiếu nại đều phải được ký tên.
4. Quý vị có thể gửi (các) đơn khiếu nại của quý vị qua bưu điện hoặc bằng điện thư (email) tới cho Điều Hợp Viên Tước Vị II ADA thuộc Sở DPSS, hoặc cho Văn Phòng Tổng Quản Trị (CEO), Bộ Phận Dân Quyền Về Khuyết Tật, tại:

ADA Title II Coordinator
 Department of Public Social Services
 12860 Crossroads Parkway South
 City of Industry, CA 91746
 Điện Thoại: (844) 586-5550
 Fax: (562) 692-2240

TTY: (877) 735-2929 (California Relay)
 (Giờ văn phòng chỉ từ 7:00 sáng tới 4:30 chiều)

Chief Executive Office
 Disability Civil Rights Section
 500 West Temple Street, Room 754
 Los Angeles, California 90012
 Điện Thoại: (213) 202-6944
 TTY: (855) 872-0443

Điện thư: Adavis@ceo.lacounty.gov

5. Quý vị có thể yêu cầu được có một buổi gặp mặt không chính thức với Điều Hợp Viên Tước Vị II ADA thuộc Sở DPSS, để được giải đáp về bất cứ thắc mắc gì.
6. Sở DPSS sẽ thông báo cho quý vị biết là đã nhận được sự khiếu nại bằng văn bản của quý vị, trong vòng năm (5) ngày làm việc, tính từ ngày đơn khiếu nại được đệ nạp.

Xin Quý Vị Ghi Nhớ:

- Việc sử dụng thủ tục khiếu nại không chính thức này không phải là một yêu cầu chiếu theo các điều luật liên bang, và cũng không ngăn cản quý vị nộp đơn khiếu nại lên cơ quan thực thi thích hợp của liên bang.
- Mọi hành vi trả đũa, o ép, đe nẹt, dọa dẫm, ngăn trở, hoặc quấy rầy đối với người nộp đơn khiếu nại, đều bị nghiêm cấm và cần phải được báo cáo ngay tức thì cho Điều Hợp Viên Tước Vị II ADA Thuộc Sở DPSS: (844) 586-5550, hoặc cho Văn Phòng Tổng Quản Trị (CEO), Bộ Phận Dân Quyền Về Khuyết Tật: (213) 202-6944.

Quý vị có thể sử dụng mẫu đơn này dưới dạng khác, do Điều Hợp Viên ADA của Sở cung cấp, nếu quý vị yêu cầu.

ADA-PUB 1 (04/17) - VIETNAMESE



SỞ DỊCH VỤ XÃ HỘI CÔNG CỘNG
ĐẠO LUẬT VỀ NGƯỜI MỸ CÓ KHUYẾT TẬT (ADA) **dpss**
ĐƠN KHIẾU NẠI

Người hoàn tất đơn (*xin ngoắc dấu vào một ô*) ☐ Người Khiếu Nại ☐ Người Đại Diện Có Thẩm Quyền

Tên: _____

Địa Chỉ: _____

Số Điện Thoại: (_____) _____

Điện Thư (Email): _____

NHỮNG ĐIỀU BỊ COI LÀ NHỮNG SỰ VI PHẠM

Xin miêu tả cho biết là Quận-Hạt Los Angeles đã không tuân thủ với ADA như thế nào. Xin cung cấp chi tiết vừa đủ để làm sáng tỏ điều quý vị khiếu nại (đính thêm tờ giấy khác nếu cần).

Ngày Xảy Ra Sự Việc: _____

BIỆN PHÁP MÀ QUÝ VỊ YÊU CẦU THI HÀNH

Quý vị yêu cầu Quận-Hạt thi hành những biện pháp nào nhằm sửa đổi vấn đề bị coi là không-tuân-thủ ADA hoặc bị coi là phân biệt đối xử?

Chữ Ký: _____ Ngày: _____

"Phong Phú Hóa Cuộc Sống Mọi Người Qua Cung Cách Phục Vụ Hữu Hiệu và Tận Tâm"

ADA-PUB 1 (04/17) - VIETNAMESE

CHARITABLE CONTRIBUTIONS CERTIFICATION

Click or tap here to enter text.

Company Name

Click or tap here to enter text.

Address

Click or tap here to enter text.

Internal Revenue Service Employer Identification Number

Click or tap here to enter text.

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 Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____

Date: Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

GAIN/START/REP VOCATIONAL ASSESSMENT

EMPLOYMENT AND TRAINING PARTICIPANT LIST

Service Period: MONTH, YYYY

Agency: Los Angeles County Office of Education

Contract Number: JRCP-XX-XX

Contract Name: Job Readiness & Career Planning Services GAIN/START/REP Vocational Assessment Services

[illegible]

CDSS 2019 PRIVACY AND SECURITY AGREEMENT

CDSS 2019 PRIVACY AND SECURITY AGREEMENT



PAT LEARY
ACTING DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

June 25, 2019

ERRATA

ALL COUNTY LETTER (ACL) NO. 19-56E

TO: ALL COUNTY WELFARE DIRECTORS

SUBJECT: **ERRATUM TO ACL 19-56 - 2019 CDSS PRIVACY AND SECURITY AGREEMENT (PSA)**

The purpose of this errata is to transmit an updated copy of the Privacy and Security Agreement (PSA) form. Please ensure to use this attached form in place of the original form transmitted with ACL 19-56.

If there are any questions or concerns regarding the updated Agreement, please contact the Information Security & Privacy Bureau's PSA email box at cdsspsa@dss.ca.gov.

Sincerely,

Original Document Signed By:

NOLA NIEGEL, Branch Chief
Project Oversight and Strategic Technology Branch
Information Systems Division

Attachment

2019 PRIVACY AND SECURITY AGREEMENT**BETWEEN****the California Department of Social Services and the**

County of _____,

Department/Agency of _____

PREAMBLE

The California Department of Social Services (CDSS) and the

County of _____,

Department/Agency of _____

enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to Assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

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The County Department/Agency utilizes SSA and MEDS data in conjunction with other system data in order to Assist in the Administration of the Program for the programs listed above.

This Agreement covers the

County of _____,

Department/Agency of _____

and its staff (County Workers), who access, use, or disclose PII covered by this Agreement, to assist in the administration of programs.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information directly obtained in the course of performing an administrative function through the MEDS or IEVS systems on behalf of the programs, which can be used alone, or in conjunction with any other reasonably available information to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including, but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

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5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. **"Secure Areas"** means any area where:
 - a. County Workers assist in the administration of their program;
 - b. County Workers use or disclose PII; or
 - c. PII is stored in paper or electronic format.
7. **"SSA-provided or verified data (SSA data)"** means:
 - a. Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or;
 - b. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

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AGREEMENTS

CDSS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq. and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use PII to assist in administering their respective programs.
- C. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.
- D. County Workers who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within thirty (30) days of employment;
 - 2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three (3) or more security reminders per year are recommended;

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3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed; and
4. Retain training records for a period of three (3) years after completion of the training.

B. *Employee Discipline.*

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

C. *Confidentiality Statement.* Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years, or five (5) years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

1. General Use of the PII;
2. Security and Privacy Safeguards for the PII;
3. Unacceptable Use of the PII; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a County Worker before they may access PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

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3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three (3) years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County Department/Agency shall perform the following:

- A. Conduct periodic privacy and security reviews of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide CDSS with applicable contact information for these designated individuals by emailing CDSS at cdsspsa@dss.ca.gov. Any changes to this information should be reported to CDSS within ten (10) days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:

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1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department/Agency facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to ensure that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

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- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- K. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted PII shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, shall install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
 - 1. All workstations, laptops and other systems, which process and/or store PII, shall have critical security patches applied, with system reboot if necessary.

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2. There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical shall be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

G. *User IDs and Password Controls.*

1. All users shall be issued a unique user name for accessing PII.
2. Username shall be promptly disabled, deleted, or the password changed within, at most, twenty-four (24) hours of the transfer or termination of an employee. Note: Twenty-four (24) hours is defined as one (1) working day.
3. Passwords are not to be shared.
4. Passwords shall be at least eight (8) characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.

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9. Passwords shall be composed of characters from at least three (3) of the four (4) of the following groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. **User Access.** In conjunction with CDSS and DHCS, County Department/Agency management should exercise control and oversight over the authorization of individual user access to SSA data via, MEDS, IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction.** When no longer needed, all PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- K. **Warning Banners.** The systems providing access to PII shall display a warning banner stating, at a minimum:
 1. Data is confidential;
 2. Systems are logged;
 3. System use is for business purposes only, by authorized users; and
 4. Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
 1. The systems that provide access to PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.

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2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users of the audit trail.
 3. If PII is stored in a database, database logging functionality shall be enabled.
 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- M. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- N. **Transmission Encryption.**
1. All data transmissions of PII outside of a secure internal network shall be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used.
 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- O. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

VII. AUDIT CONTROLS

A. **System Security Review.**

1. The County Department/Agency shall ensure audit control mechanisms are in place.

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2. All systems processing and/or storing PII shall have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 3. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing PII shall have a process or automated procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing PII shall have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. **Anomalies.** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

VIII. **BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- A. **Emergency Mode Operation Plan.** The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. It is recommended that County Department/Agency conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS and CDSS, if requested.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, shall include environmental protection such as cooling, power, and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. **Data Backup and Recovery Plan.**
1. The County Department/Agency shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.

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3. The procedures shall include storing backups containing PII offsite.
4. The procedures shall ensure an inventory of backup media.
5. The County Department/Agency shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
7. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. ***Supervision of Data.*** The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII to be left unattended in a vehicle overnight or for other extended periods of time.
- C. ***Public Modes of Transportation.*** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. ***Escorting Visitors.*** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. ***Confidential Destruction.*** PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. ***Removal of Data.*** The PII shall not be removed from the premises of County Department/Agency except for identified routine business purposes or with express written permission of CDSS.

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G. *Faxing.*

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. *Mailing.*

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the County Department/Agency obtains prior written permission from CDSS to use another method.

X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. *Initial Notice to DHCS:*

The County Department/Agency will provide initial notice to DHCS by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII or potential loss of PII with a copy to CDSS. The DHCS is acting on behalf of CDSS for purposes of receiving reports of privacy and information security incidents and breaches. The County Department/Agency agrees to perform the following incident reporting to DHCS:

1. If a suspected security incident involves PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.

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2. If a suspected security incident does not involve PII provided or verified by SSA, the County Department/Agency shall notify DHCS within one (1) working day of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.

All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department/Agency.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department/Agency shall take:

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
 2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. Investigation and Investigative Report. The County Department/Agency shall immediately investigate breaches and security incidents involving PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS within seventy-two (72) hours of the discovery. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.

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- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted within ten working days of the discovery. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a Corrective Action Plan (CAP) that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their PII, the County Department/Agency shall give the notice, subject to the following provisions:
1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications, as well as any costs associated with the breach. If there is any question as to whether CDSS or the County Department/Agency is responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

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2. All notifications (regardless of breach status) regarding beneficiaries' PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event, later than sixty (60) calendar days from discovery;
 3. The CDSS Information Security and Privacy Bureau shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without CDSS review and approval, secondary follow-up notifications may be required; and
 4. CDSS may elect to assume responsibility for such notification from the County Department/Agency.
- E. ***Responsibility for Reporting of Breaches when Required by State or Federal Law.*** If the cause of a breach is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to CDSS, CDSS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. ***CDSS and DHCS Contact Information.*** The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to CDSS and DHCS. CDSS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

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CDSS Information Security and Privacy Bureau	DHCS Breach and Security Incident Reporting
<p>California Department of Social Services Information Security and Privacy Bureau 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413</p> <p>Email: iso@dss.ca.gov</p> <p>Telephone: (916) 651-5558</p> <p><i>The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.</i></p>	<p>Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Email: incidents@dhcs.ca.gov</p> <p>Telephone: (866) 866-0602</p> <p><i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

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If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

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

A copy of Exhibit B can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XIII. COUNTY DEPARTMENT/AGENCY AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors, and vendors that have access to County Department/Agency PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to PII upon such agents, subcontractors, and vendors. These shall include, at a minimum, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Department/Agency(s) who would like assistance or guidance with this requirement are encouraged to contact CDSS via email at cdsspsa@dss.ca.gov.

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XIV. ASSESSMENTS AND REVIEWS

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

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

XVI. AMENDMENT OF AGREEMENT

The CDSS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that an amendment to this Agreement may be required to ensure compliance with all data security and privacy procedures. Upon request by CDSS, the County Department/Agency agrees to promptly enter into negotiations with CDSS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, CDSS may terminate this Agreement upon thirty (30) days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that CDSS deems necessary.

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Each amendment shall be properly identified as Agreement No., Amendment No. (A-1, A-2, A-3, etc.) to identify the applicable changes to this Agreement, and be effective upon execution by the parties.

XVII. TERM OF AGREEMENT

The term of this agreement shall begin upon signature and approval of CDSS.

XVIII. TERMINATION

A. This Agreement shall terminate on **September 1, 2022**, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by CDSS and limited to no more than a six (6) month extension.

B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the PII is destroyed or returned to CDSS.

XIX. TERMINATION FOR CAUSE

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

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XX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on **September 1, 2019**.

For the County of _____

Department/Agency of _____,

(Signature) (Date)

(Name – Print or Type) (Title – Print or Type)

For the California Department of Social Services,

(Signature) (Date)

(Name – Print or Type) Chief, Contracts & Purchasing Bureau
(Title – Print or Type)

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EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from CDSS by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS (IEA-F and IEA-S)
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS)

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DHCS 2019 MEDI-CAL PRIVACY AND SECURITY AGREEMENT



State of California—Health and Human Services Agency
Department of Health Care Services



June 21, 2019

To: ALL COUNTY WELFARE DIRECTORS Letter No: 19-16
ALL COUNTY ADMINISTRATION OFFICERS
ALL COUNTY PRIVACY AND SECURITY OFFICERS
ALL COUNTY MEDS LIAISONS
ALL COUNTY MED-CAL PROGRAM SPECIALISTS/LIAISONS

SUBJECT: 2019 Medi-Cal Privacy and Security Agreement (PSA)

The purpose of this letter is to notify counties of the 2019 Medi-Cal Privacy and Security Agreement (Agreement) and to provide counties with instructions for returning signed Agreements to the Department of Health Care Services (DHCS). This letter supersedes All County Welfare Directors Letter No. 16-09. The purpose of the Agreement between DHCS and each County Welfare Department (CWD) is to ensure the security and privacy of Medi-Cal Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), the Applicant Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to SSA-provided information, SSA requires that DHCS enter into individual agreements with the counties to safeguard this information. All 58 CWDs are required to sign the 2019 Agreement to ensure the continued transmission of PII between the counties and DHCS.

SUBMISSION GUIDELINES

The Agreement template is enclosed in this letter. CWDs should follow the instructions below when returning signed Agreements to DHCS. The CWD should not modify any of the Agreement language, except as instructed below.

- CWDs shall complete the Preamble of the Agreement by entering the name of the county and the county department/agency.
- CWDs shall complete Section XX of the Agreement by entering signatory information. The name and title of the signatory must be printed or typed.
- CWDs shall modify the Header of the Agreement in order to enter the appropriate Agreement Number. The enclosed Agreement displays a sample Agreement

Medi-Cal Eligibility Division
1501 Capitol Avenue, MS 4607
P.O. Box 997413, Sacramento, CA, 95899-7413
(916) 552-9430 phone • (916) 552-9477 fax
Internet Address: www.dhcs.ca.gov

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Number of "19-XX." CWDs should replace the "XX" with the appropriate two digit county code.

CWDs shall send DHCS two copies of the completed Agreements, both of which are to contain the original signature of the CWD authorized official. Note: copies of signatures or electronic signatures are NOT accepted. Once obtained, both of the Agreements will be signed by DHCS; however, only one of the Agreements will be returned to the respective CWD for their records. When sending Agreements to DHCS, CWDs shall include a contact name, contact telephone number, contact email address, and contact street address, which will be used when DHCS returns the signed Agreement(s) as well as, if needed, for communication purposes. CWDs may submit additional completed Agreements with a written request that DHCS return multiple copies to the CWD.

CWDs should ensure that DHCS receives the signed Agreements by August 26, 2019. CWDs should contact DHCS as soon as possible if unable to submit the signed Agreements by the due date.

Agreements should be sent to the following address:

Department of Health Care Services
 Medi-Cal Eligibility Division
 Program Review Branch
 Compliance and Contracts Unit
 PO Box 997417, MS 4607
 Sacramento, CA 95899-7417

INCORPORATED EXHIBITS

To obtain copies of the following incorporated exhibits, authorized CWD individuals must submit requests via e-mail to DHCS PSA inbox at CountyPSA@dhcs.ca.gov.

Exhibit A

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), version 8.0 (December 2017)*

** The SSA updated their TSSR to version 8.0 in December 2017. Exhibit A of the 2019 PSA contains the current version (8.0) of the TSSR. DHCS does not expect this change to impact CWDs' compliance with the TSSR. If the CWDs identify any*

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compliance gaps, they should contact DHCS at CountyPSA@dhcs.ca.gov. DHCS will work with the county department/agency to document a corrective action plan.

Contents within Exhibit A are highly sensitive and confidential. All disclosures of Exhibit A shall be limited to the appropriate parties or individuals responsible for and involved in decision making for safeguarding of PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

Exhibit B:

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS

CWD'S AGENTS, SUBCONTRACTORS, AND VENDORS

As required by both the previous and the new Agreement, if CWDs allow agents, subcontractors, and vendors to access PII, they must enter into written agreements that will impose, at minimum, the same restrictions and conditions that apply to the CWD with respect to PII. If the agents, subcontractors, and vendors of CWDs access data provided to DHCS and/or CDSS by SSA or Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS), the CWDs shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. CWDs who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

In the event that you need to contact DHCS regarding any of the information in this letter or additional privacy and information security concerns, please submit inquiries via email to the PSA inbox at CountyPSA@dhcs.ca.gov.

Sincerely,

Original Signed by

Sandra Williams, Chief
Medi-Cal Eligibility Division

Enclosure

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

MEDI-CAL PRIVACY AND SECURITY AGREEMENT**BETWEEN****the California Department of Health Care Services and the****County of _____,****Department/Agency of _____.****PREAMBLE**

The Department of Health Care Services (DHCS) and the

County of _____,

Department/Agency of _____

(County Department) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal, in that DHCS and the County Department/Agency access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the

County of _____,

Department/Agency of _____

workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. **"Medi-Cal PII"** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.
6. **"Secure Areas"** means any area where:
 - A. County Workers assist in the administration of Medi-Cal;
 - B. County Workers use or disclose Medi-Cal PII; or
 - C. Medi-Cal PII is stored in paper or electronic format.
7. **"SSA-provided or verified data (SSA data)"** means:
 - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
 - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

and Local Agencies Exchanging Electronic Information with SSA” document, an attachment of Exhibit A.

AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to assist in the administration of the Medi-Cal program.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;
4. Retain training records for a period of three years after completion of the training.

B. *Employee Discipline.*

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

- C. *Confidentiality Statement.*** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years, or five years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

1. General Use of Medi-Cal PII;
2. Security and Privacy Safeguards for Medi-Cal PII;
3. Unacceptable Use of Medi-Cal PII; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

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

- A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program, and the use or disclosure of Medi-Cal PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section XI of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.

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- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1. Properly coded key cards
 - 2. Authorized door keys
 - 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department/Agency facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

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- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process Medi-Cal PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain Medi-Cal PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, shall install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, shall have critical security patches applied, with system reboot if necessary.

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2. There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical shall be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within 7 days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

G. *User IDs and Password Controls.*

1. All users shall be issued a unique user name for accessing Medi-Cal PII.
2. Usernames shall be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee.
3. Passwords are not to be shared.
4. Passwords shall be at least eight characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.
9. Passwords shall be composed of characters from at least three of the four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters

H. *User Access.* In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

SSA data via Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

- I. **Data Destruction.** When no longer needed, all Medi-Cal PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to Medi-Cal PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** The systems providing access to Medi-Cal PII shall display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
 - 1. The systems that provide access to Medi-Cal PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users of the audit trail.
 - 3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three years from the occurrence.
- M. **Access Controls.** The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

N. *Transmission Encryption.*

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

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

VII. AUDIT CONTROLS**A. *System Security Review.***

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

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

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

- D. *Anomalies.*** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. ***Emergency Mode Operation Plan.*** The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. ***Data Centers.*** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, shall include environmental protection such as cooling; power; and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. ***Data Backup Plan.***
1. The County Department/Agency shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 3. The procedures shall include storing backups containing Medi-Cal PII offsite.
 4. The procedures shall ensure an inventory of backup media. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. ***Supervision of Data.*** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County

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Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.

- C. **Public Modes of Transportation.** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction.** Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. **Removal of Data.** Medi-Cal PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.
- G. **Faxing.**
 - 1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. **Mailing.**
 - 1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

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During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. Initial Notice to DHCS:

The County Department/Agency shall notify DHCS, by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

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

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.

All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department/Agency shall take:

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1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
 2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. **Investigation and Investigative Report.** The County Department/Agency shall immediately investigate breaches and security incidents involving Medi-Cal PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS **within 72 hours of the discovery**. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.
- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a CAP that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.
- If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination
- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the County Department/Agency shall give the notice, subject to the following provisions:
1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications, as well as any costs associated with the breach.

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If there is any question as to whether DHCS or the County Department/Agency is responsible for the breach, DHCS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

2. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **60 calendar days** from discovery;
 3. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without DHCS review and approval, secondary follow-up notifications may be required; and
 4. DHCS may elect to assume responsibility for such notification from the County Department/Agency.
- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **DHCS Contact Information.** The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

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DHCS Breach and Security Incident Reporting

Department of Health Care Services
 Office of HIPAA Compliance
 1501 Capitol Avenue, MS 4721
 P.O. Box 997413
 Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (866) 866-0602

The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.

XI. DHCS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal PII incident or breach reporting.*

PSA Inquires and Questions

Department of Health Care Services
 Medi-Cal Eligibility Division
 1501 Capitol Avenue, MS 4607
 P.O. Box 997417
 Sacramento, CA 95899-7417

Email: countypsa@dhcs.ca.gov

XII. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

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If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the County Departments/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS,

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DHCS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIV. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. If the County Department/Agency executed the HIPAA Amendment with DHCS, the HIPAA Amendment and Exhibit C will need to be incorporated when applicable. County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

XV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS

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Privacy Office and DHCS Information Security Office in writing, or to enter into a written CAP with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

XVII. AMENDMENT OF AGREEMENT

DHCS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department/Agency agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, DHCS may terminate this Agreement upon 30 days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVIII. TERMINATION

- A. This Agreement shall terminate on September 1, 2022, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by DHCS and limited to no more than a six (6) month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's

**ELECTRONIC INFORMATION EXCHANGE
SECURITY REQUIREMENTS AND PROCEDURES
FOR STATE AND LOCAL AGENCIES EXCHANGING
ELECTRONIC INFORMATION WITH THE SSA
(TSSR)**

**CONFIDENTIAL DOCUMENT – TO BE SENT
VIA ENCRYPTED E-MAIL**

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or

received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate

must provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;

- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business

Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance

with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.

18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.

- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. **INFORMATION SECURITY AND PRIVACY PROGRAMS**

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;

- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. **CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. **SHARING COUNTY INFORMATION AND DATA**

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. **CONFIDENTIALITY**

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. **CONTRACTOR EMPLOYEES**

The Contractor must perform background and security investigation procedures in the manner

prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder,

including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any

time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in

Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Name
 Departmental Information Security Officer
 Address
 City, State Zip
 Telephone
 Email address

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2 Million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines;

technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor must immediately and within 24 hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within 30 Days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides 60 Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within ten business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least 30 Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one Day of notification of termination of this Contract, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the 90 Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within 90 Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

VENDOR CYBER RISK ASSESSMENT

Data Classification (see Board Policy 5.104)		Public	Internal Use	Confidential	Restricted
Record Volume Estimated Number of Records of Each Classification	None (No records in this classification) Low (less than 10,000 records) Moderate (10,000 to 250,000 records) High (250,000 to 1,000,000 records) Very High (More than 1,000,000 records)				

Organization Key Organizational Elements		If "No" Explain (Maximum 255 characters)	
	Does your organization have an Information Security officer or an executive level individual responsible for ensuring the organizations information security?		
	Does your organization have a privacy officer or an executive level individual responsible for ensuring the organizations information privacy practices?		
	Does your organization have a privacy program?		
	Are your privacy policies made available for anyone that is interested in reviewing them, such as posted on your organizational website?		
	Does your organization have clearly defined processes to report a breach of PII, PHI or other sensitive and/or confidential information?		
	Are all employees familiar with the process of reporting a breach of PII, PHI or other sensitive and/or confidential information?		

NIST CSF Factors				
Function and Category	Question	Response	Partial %	Briefly Explain (Maximum 255 characters)
Asset Management: The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to business objectives and the organization's risk strategy.	1 Are all devices on the network inventoried so that only authorized devices are given access?			
	2 Are all devices on the network centrally managed in some fashion allowing device administration?			
	3 Are unauthorized devices prevented from gaining access?			
	4 Is all software and software platforms on the network inventoried?			
	5 Do you have a list of authorized software?			
	6 Is all software on the network actively managed so that only authorized software is installed and allowed to execute?			
	7 Do you have an exception process to allow software that is not generally authorized to execute?			
	8 Do you protect information differently based on its relative value and important to the organization?			
	9 Do you protect information differently based on its sensitivity classification?			
	10 Are all organizational communication and data flows mapped?			
	11 Are all external information systems catalogued (SaaS, PaaS, etc.)?			
	12 Resources (e.g., hardware, devices, data, and software) are prioritized based on their classification, criticality, and business value.			
	13 Are cybersecurity roles and responsibilities for the entire workforce established and documented?			

NIST CSF Factors				
Function and Category	Question	Response	Partial %	Briefly Explain (Maximum 255 characters)
Identify	14 Are cybersecurity roles and responsibilities enforced for the entire workforce?			
	15 Are cybersecurity roles and responsibilities for third-party stakeholders (e.g., suppliers, customers, partners) established and documented?			
	16 Are cybersecurity roles and responsibilities for third-party stakeholders, suppliers, customers, and/or partners defined in contract language?			
	17 Are cybersecurity roles and responsibilities for third-party stakeholders, suppliers, customers, and/or partners enforced?			
	18 Has the organization's role in the supply chain been identified and communicated to appropriate staff?			
	19 Do policies and procedures reflect what your industry considers prudent and reasonable?			
	20 Are your policies and applicable procedures communicated to appropriate staff?			
	21 Are your policies and applicable procedures communicated to third-party stakeholders (e.g., suppliers, customers, partners) as appropriate to the relationship?			
	22 Is the organization's place in critical infrastructure and its industry sector identified in the policies and procedures associated with the organization's protection of its critical infrastructure?			
	23 Are the priorities for organizational mission, objectives, and activities established and communicated to all applicable stakeholders?			
	24 Are critical functions and their dependencies for delivery of critical services identified and documented?			
	25 Are resilience requirements to support delivery of critical services documented in a continuity management plan?			
	26 Are organizational information security policies established?			
	27 Are organizational information privacy policies established?			
	28 Are information security roles and responsibilities incorporated into staff position descriptions?			
	29 Are information security roles and responsibilities incorporated into third-party stakeholder (e.g., suppliers, partners) contracts?			
	30 Are legal and regulatory cybersecurity requirements understood and satisfied? (i.e. privacy, data breach notification laws, PCI, HIPAA, GLBA, FRPA, FISMA, etc.)			
31 Are all the necessary organizational governance components (people, processes, and technologies) in place to address cybersecurity risks?				
32 Are all the necessary organizational risk management components (people, processes, and technologies) in place to address cybersecurity risks?				
Risk Management Strategy: The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	33 Do you have a risk management program?			
	34 Do your organizational stakeholders actively participate in risk management?			
	35 Do you know your organization's risk tolerance?			
	36 Is the organization's determination of risk tolerance informed by its industry?			
	37 Does your Risk Assessment methodology identify and document vulnerabilities focusing on physical assets related to information processing?			

NIST CSF Factors				
Function and Category	Question	Response	Partial %	Briefly Explain (Maximum 255 characters)
Risk Assessment: The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	38 Does your Risk Assessment methodology identify and document vulnerabilities focusing on logical assets related to information processing?			
	39 Is threat and vulnerability information received from information sharing forums and sources?			
	40 Are threats to information assets from internal sources identified, documented, and reviewed?			
	41 Are threats to information assets from external sources identified, documented, and reviewed?			
	42 Does your Risk Assessment methodology identify the likelihood that a given threat could take advantage of a vulnerability?			
	43 In your Risk Assessment methodology are potential business impacts evaluated?			
	44 Are you using a structured risk determination process incorporating threats, vulnerabilities, likelihoods, and impacts?			
	45 Once identified are risk responses identified and prioritized?			
	46 Are cyber supply chain risk management processes identified, established, assessed, managed, and agreed to by organizational stakeholders?			
	47 Are suppliers and third-party partners of information systems, components, and services identified, prioritized, and assessed using a cyber supply chain risk assessment process?			
	48 Are contracts with suppliers and third-party partners used to implement appropriate measures designed to meet the objectives of an organization's cybersecurity program and Cyber Supply Chain Risk Management Plan?			
	49 Are suppliers and third-party partners routinely assessed using audits, test results, or other forms of evaluation to confirm they are meeting their contractual obligations?			
	50 Are response and recovery planning and testing conducted with suppliers and third-party providers?			
Identity Management, Authentication and Access Control: Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	51 Are logical identities and credentials managed for authorized users?			
	52 Are logical identities and credentials managed for authorized devices and/or service accounts?			
	53 Is access to physical facilities where information assets are located managed for authorized individuals?			
	54 Is remote access to digital assets managed and protected?			
	55 Are logical access permissions managed incorporating the principle of least privilege?			
	56 Are logical access permissions managed incorporating the principle of separation of duties?			
	57 Are physical access permissions managed by incorporating the principle of least privilege?			
	58 Are physical access permissions managed by incorporating the principle of separation of duties?			
	59 Is network integrity protected by incorporating network segregation where ever appropriate?			
	60 Is proof of identity of users established and bound to authentication credentials?			

NIST CSF Factors				
Function and Category	Question	Response	Partial %	Briefly Explain (Maximum 255 characters)
Protect	Awareness and Training: The organization's personnel and partners are provided cybersecurity awareness education and are adequately trained to perform their information security-related duties and responsibilities consistent with related policies, procedures, and agreements.	61 Are users, devices, and other assets authenticated (e.g., single-factor, multifactor) commensurate with the risk of the transaction (e.g., individuals' security and privacy risks and other organizational risks)?		
		62 Are all users informed and trained on topics of Information Security?		
		63 Do users with privileged or elevated access understand their roles and responsibilities regarding information security?		
		64 Do third-party stakeholders, suppliers, customers, and/or partners thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?		
		65 Do senior executives thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?		
		66 Do information security personnel thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?		
		67 Do physical security personnel thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?		
		68 Do physical security personnel thoroughly and accurately understand their roles and responsibilities with respect protection of facilities from physical threats, vulnerabilities and risks?		
	Data Security: Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	69 Is data at rest protected appropriate to its sensitivity?		
		70 Is data in transit protected appropriate to its sensitivity?		
		71 Are digital assets (data/information/software) formally managed throughout its life cycle?		
		72 Are physical information assets (hardware) formally managed throughout their life cycle?		
		73 Do you conduct capacity management of all critical systems to ensure availability?		
		74 Are protections and access controls in place to protect against data leakage?		
		75 Are integrity checking mechanisms such as digital signatures and hash verification used to verify software, firmware, and information integrity?		
		76 Are development and testing environments separate from production environments?		
		77 Are integrity checking mechanisms used to verify the integrity of hardware?		
		78 Are baseline configurations and hardening measures for information technology systems (workstations, servers, infrastructure) created and maintained?		
		79 Are baseline configurations and hardening measures for industrial control systems created and maintained?		
		80 Is a Development Life Cycle implemented to manage enterprise systems such as ERP, email, HR, or Finance (hardware, software, infrastructure, documentation)?		
		81 Is a Software Development Life Cycle implemented to manage in-house developed applications?		
		82 Is an Acquisition Life Cycle implemented to manage COTS software?		
		83 Is an Acquisition Life Cycle implemented to manage PaaS and SaaS?		
		84 Do you have a change management process?		

NIST CSF Factors				
Function and Category	Question	Response	Partial %	Briefly Explain (Maximum 255 characters)
Information Protection Processes and Procedures: Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	85 Do you perform backups of all systems regularly?			
	86 Do you regularly test backup media for accuracy and effectiveness?			
	87 Does the physical access to centrally stored (data center/closet) information assets meet applicable policy and/or regulation?			
	88 Does the physical access to distributed (workstations) information assets meet applicable policy and/or regulation?			
	89 Does the physical operating environment protect assets according to applicable policy and/or regulation?			
	90 Is data destroyed as required and following appropriate destruction process and timeframes?			
	91 Do you continuously review and improve protection processes and procedures?			
	92 Is the effectiveness of protection technologies shared with appropriate parties to improve the information security program?			
	93 Are Incident Response plan(s) in place and managed?			
	94 Are Incident Recovery plan(s) in place and managed?			
	95 Are Business Continuity plan(s) in place and managed?			
	96 Are Disaster Recovery plan(s) in place and managed?			
	97 Are response and recovery plans regularly reviewed and revised?			
	98 Are response and recovery plans regularly tested?			
	99 Do human resources practices include cyber security concerns such as screening, onboarding and de-provisioning?			
	100 Is cybersecurity education and awareness provided to workforce members and appropriately targeted by role within the organization?			
	101 Do you have an effective vulnerability management strategy?			
Maintenance: Maintenance and repairs of industrial control and information system components is performed consistent with policies and procedures.	102 Is the maintenance and repair of information assets performed in a timely manner by authorize individuals following manufacturer specifications?			
	103 Are accurate records of maintenance and repair of information assets kept?			
	104 Is the maintenance and repair of information assets performed and using approved and controlled software?			
	105 Is remote maintenance and repair of information assets approved and performed in a manner that prevents unauthorized access?			
	106 Are accurate records of remote maintenance and repair of information assets kept?			
	107 Are audit logs retained in accordance established procedure?			
	108 Are audit logs regularly reviewed in accordance established procedure?			
	109 Are paper records protected and restricted according established procedure?			

NIST CSF Factors						
Function and Category		Question	Response	Partial %	Briefly Explain <small>(Maximum 255 characters)</small>	
	Protective Technology: Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	110 Is removable media such as flash drives protected and restricted according to established procedure?				
		111 Is information on mobile devices protected and restricted according to established procedure?				
		112 The principle of least privileged is incorporated in the access control of systems and assets.				
		113 The principle of least functionality is incorporated in the access to systems and assets.				
		114 Is the network managed and controlled to protect information in systems and applications?				
		115 Are mechanisms such as fail-safes, load balancing, hot swap implemented to achieve resilience requirements during normal and adverse situations?				
Detect	Anomalies and Events: Anomalous activity is detected in a timely manner and the potential impact of events is understood.	116 Is a baseline of network operations and expected data flows for users and systems established and managed to identify anomalous activities?				
		117 Are detected events analyzed and researched to understand attack targets and methods?				
		118 Is event data aggregated and correlated from multiple sources and sensors using systems such as SIEM, IDS/IPS, log review and endpoint events?				
		119 When detected, is the impact of events from anomalous activity proactively determined and managed?				
		120 Are incident alert thresholds established and managed in order to detect anomalous activity?				
		121 Are incident alert thresholds established and managed to minimize false positives and negatives?				
	Security Continuous Monitoring: The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures.	122 Is the network monitored to detect potential cybersecurity events?				
		123 Is the physical access controls incorporated into procedures, where appropriate, detect potential cybersecurity events?				
		124 Is user activity monitored to detect potential cybersecurity events?				
		125 Are people, processes and technologies in place to detect malicious code?				
		126 Are appropriate systems in place to detect unauthorized mobile code?				
		127 Is external service provider activity monitored to detect potential cybersecurity events?				
		128 Is monitoring performed to detect unauthorized users?				
		129 Is monitoring performed to detect unauthorized external network or system connections?				
		130 Is monitoring performed to detect unauthorized devices connecting to the network?				
		131 Is monitoring performed to detect unauthorized software?				
		132 Are vulnerability scans performed regularly?				
		133 Are roles and responsibilities for detection well defined to ensure accountability?				
134 Do detection activities comply with all applicable legal, regulatory, and/or customer requirements?						

NIST CSF Factors					
Function and Category		Question	Response	Partial %	Briefly Explain <small>(Maximum 255 characters)</small>
	Detection Processes: Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	135 Are detection processes and or procedures regularly tested?			
		136 Is event detection information communicated to appropriate internal and external parties?			
		137 Are detection processes regularly reviewed and improved?			
Respond	Response Planning: Response processes and procedures are executed and maintained, to ensure timely response to detected cybersecurity events.	138 Are response plans executed at the time of an event?			
	Communications: Response activities are coordinated with internal and external stakeholders, as appropriate, to include external support from law enforcement agencies.	139 Do personnel know their roles and what they should do when a response is needed?			
		140 Does everyone within the organization know how, when and to whom to report an event ?			
		141 Is information shared with internal parties consistent with the response plans?			
		142 Is information shared with external parties consistent with the response plans?			
		143 Does coordination with stakeholders occur and is it consistent with response plans?			
		144 Does voluntary information sharing occur with external parties to achieve broader cybersecurity situational awareness?			
		Analysis: Analysis is conducted to ensure adequate response and support recovery activities.	145 Are notifications from detection systems monitored, analyzed and investigated?		
	146 Are the impacts of the incidents clearly understood?				
	147 Is forensics performed to determine root cause or preserve management options for sanctions such as prosecution or disciplinary action?				
	148 Are incidents reviewed and categorized?				
	149 Are response plans appropriate to the incident categorization?				
	150 Are processes established to receive, analyze and respond to vulnerabilities disclosed to the organization from internal sources (e.g. internal testing, employee notifications, etc.)?				
	151 Are processes established to receive, analyze and respond to vulnerabilities disclosed to the organization from external sources (e.g. security bulletins, security researchers, etc.)?				
	Mitigation: Activities are performed to prevent expansion of an event, mitigate its effects, and eradicate the incident.	152 Are incidents contained consistent with response plans?			
		153 Are incidents mitigated consistent with response plans?			
154 Are all vulnerabilities mitigated or documented as accepted risks?					
Improvements: Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	155 Do response plans incorporate lessons learned?				
	156 Are response plans reviewed and updated regularly?				

NIST CSF Factors					
Function and Category		Question	Response	Partial %	Briefly Explain <small>(Maximum 255 characters)</small>
Recover	Recovery Planning: Recovery processes and procedures are executed and maintained to ensure timely restoration of systems or assets affected by cybersecurity events.	157 Are recovery plans executed after an event?			
		158 Do recovery plans incorporate lessons learned?			
	Improvements: Recovery planning and processes are improved by incorporating lessons learned into future activities.	159 Are recovery plans reviewed and updated regularly?			
		Communications: Restoration activities are coordinated with internal and external parties, such as coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors.	160 Are public relations managed to protect the organizations reputation?		
	161 After an event is the organizations reputation analyzed and efforts taken to repair?				
	162 Are recovery activities communicated to appropriate internal stakeholders such as executive and management team?				

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Mason Matthews

Chief Executive Office

Date