

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

47 May 21, 2024



County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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Chief Deputy Director, Operations

May 21, 2024

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

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO A CONTRACT WITH THE  
LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL  
FOR THE PROVISION OF SERVICES TO IN-HOME SUPPORTIVE SERVICES PROVIDERS AND  
RECIPIENTS  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) seeks approval of a new two-year contract with the Los Angeles County Personal Assistance Services Council (PASC) for the provision of services to In-Home Supportive Services (IHSS) providers and recipients. Pursuant to County Ordinance 3.45, PASC serves as the public authority (PA) for IHSS in Los Angeles County. PASC was established to be the employer-of-record for IHSS providers for the purpose of collective bargaining over wages, hours, and other terms and conditions of employment. The current contract expires on June 30, 2024.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DPSS, or her designee, to prepare and execute a contract in substantially similar form as the enclosure with PASC, effective July 1, 2024 through June 30, 2026. The annual maximum contract amount is \$7,350,000 for Fiscal Year (FY) 2024-25 and \$7,374,000 for FY 2025-26, with a two-year maximum contract cost of \$14,724,000 funded by federal and State revenue.

2. Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to the contract to increase the maximum contract amount to include additional funds as appropriated by the Board and as appropriated by the State during the two-year term of this contract and its

extension period. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or her designee, shall notify the Board of Supervisors (Board) within ten business days after execution.

3. Delegate authority to the Director of DPSS, or her designee, to extend the contract for up to one additional one-year period. The approval of County Counsel as to form will be obtained prior to executing such amendment. The Director of DPSS, or her designee, shall notify the Board within ten business days after executing such amendment.

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

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The new contract is required for PASC to continue providing services to IHSS providers and recipients. Welfare and Institutions Code Section 12301.6 grants the County the option to establish a PA as a separate entity from the County to provide for the delivery of IHSS. The established PA is deemed the employer-of-record for IHSS providers, a separate entity from the County.

In October 1997, PASC was created pursuant to County Ordinance 3.45 to serve as the PA in Los Angeles County. As a result, the County has contracted with PASC for the provision of services to IHSS providers and recipients for 24 years, beginning in September 1999.

### **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, Focus Area Goal A – Healthy Individuals and Families, via Strategy II: Improve Health Outcomes, and Focus Area Goal D – Support Vulnerable Populations, via Strategy VII: Older Adults and People with Disabilities.

### **FISCAL IMPACT/FINANCING**

The two-year maximum contract amount is \$14,724,000 and is fully funded with federal and State revenues. Should the County exercise the option to extend the contract for one additional year, the estimated amount of the extension year is \$7,374,000, with an estimated three-year maximum contract amount of \$22,098,000. Funding is contingent upon the State's allocation for PAs and its associated federal match. Funding for FY 2024-25 is included in the Department's budget. Funding for future years will be included in the Department's annual budget requests.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

PASC is the PA for the County and serves as the employer-of-record for IHSS providers for the purpose of collective bargaining over wages, hours, and other terms and conditions of employment. PASC also negotiates with the Service Employees International Union Local 2015 on behalf of IHSS providers. Under this contract, PASC's responsibilities include: (1) Maintaining the IHSS provider registry; (2) Providing access to training for IHSS providers and recipients regarding employer responsibilities including, but not limited to, hiring, firing, scheduling, supervising a provider, and verifying hours worked by a provider; (3) Administering the IHSS Provider Health Plan; (4) Assisting in enrolling new IHSS providers; (5) Administering the Los Angeles Back-Up Attendant Program (LA BUAP); and (6) Administering the Statewide Back-Up Provider System (State BUPS).

The LA BUAP is designed to address the critical needs of IHSS recipients with severe disabilities, by assisting them with obtaining a temporary replacement provider when their regular provider is temporarily unavailable. Under the State BUPS, IHSS recipients can obtain a temporary back-up provider if they have an urgent need for back-up supportive services related to personal care services or if the IHSS recipient is transitioning to home-based care and does not yet have an identified provider.

The contract provides for termination by the County effective ten business days after advance written notice, should termination be in the County's best interest, and contains a provision which limits the County's obligation if funding is not appropriated by the Board.

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

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

### **CONTRACTING PROCESS**

The recommended contract was procured in accordance with Title 45, Code of Federal Regulations, Part 74, and the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP), Purchase of Service Regulation 23-650.1.14, which allows for procurement of a contract without formal advertising for any services to be rendered by any federal, State, or local government agency, public university, public college or other public education institution.

The term of the recommended contract is set pursuant to CDSS MPP, Purchase of Service Regulation 23-621.1.13, which states contracts for the provision of IHSS shall not exceed two years and may be renewed at the end of the two-year term without rebidding, for one additional year.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will enable the Department to continue providing services to IHSS providers and recipients.

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 emergencies 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 the Director of DPSS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jackie Contreras". The signature is fluid and cursive, written in a professional style.

JACKIE CONTRERAS, Ph.D.  
Director

JC:bq

Enclosures

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

**Contract #: PASC24-01**

**DEPARTMENT OF PUBLIC SOCIAL SERVICES**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**PERSONAL ASSISTANCE SERVICES COUNCIL**

**FOR**

**SERVICES TO IN-HOME SUPPORTIVE SERVICES  
PROVIDERS AND RECIPIENTS**

**July 2024**

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

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
PERSONAL ASSISTANCE SERVICES COUNCIL  
FOR SERVICES TO  
IN-HOME SUPPORTIVE SERVICES PROVIDERS AND RECIPIENTS**

This Contract (“Contract”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles Department of Public Social Services (DPSS), hereinafter referred to as County and the Personal Assistance Services Council (PASC), a Public Authority, hereinafter referred to as Contractor. PASC is located at 3452 East Foothill Boulevard, Suite 900, Pasadena, CA 91107-3118. The County and Contractor are sometimes referred to herein as the Parties.

**RECITALS**

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

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

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

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

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T as set forth below, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility,

schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work (SOW) and Technical Exhibits
Exhibit B	Budget
Exhibit C	Contractor's Non-Discrimination In-Service Certification
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Charitable Contributions Certification
Exhibit H	Contractor Process Civil Rights Complaint Flowchart
Exhibit I	Contractor's Equal Employment Opportunity Certification
Exhibit J	Complaint of Discriminatory Treatment
Exhibit K	Internal Revenue Service Notice 1015
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Exhibit N	Information Security and Privacy Requirements
Exhibit O	California Department of Social Services (CDSS) 2019 Privacy and Security Agreement
Exhibit P	Department of Health Care Services (DHCS) 2019 Medi-Cal Privacy and Security Agreement
Exhibit Q	Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)
Exhibit R	Certification of Compliance and Declaration
Exhibit S	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
Exhibit T	Interpreter Services Statement and Confidentiality Agreement

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

## 2.0 DEFINITIONS

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

- 2.1 **Appeal:** An appeal is the legal right of a public assistance participant to file a request for a State Hearing regarding an eligibility action or inaction on the part of the County, which the participant feels is unwarranted.
- 2.2 **Applicant:** A person whose public assistance application is pending.
- 2.3 **Assist in the Administration of the Medi-Cal Program:** The performing of administrative functions on behalf of Medi-Cal Program, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal Personal Identifiable Information (PII) or PII for such purposes, to the extent such activities are authorized by law.
- 2.4 **Assist in the Administration of the Program:** The performing of 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.
- 2.5 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.6 **Breach of Confidentiality:** 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.
- 2.7 **Budget:** The document that details the Contractor's administrative costs and direct program costs for providing services and is included in the Contract as Exhibit B.
- 2.8 **Bureau of Administrative Services:** A bureau within the Department of Public Social Services (DPSS) responsible for development, management, and monitoring of DPSS Contracts.
- 2.9 **Bureau of Program and Policy:** A bureau within DPSS responsible for administration and supervision of the In-Home Supportive Services (IHSS) Program in DPSS.
- 2.10 **Business Days:** Monday through Friday, excluding County holidays.
- 2.11 **California Department of Social Services (CDSS):** The California Department of Social Services is one of 16 departments and offices in

the California Health and Human Services Agency. The Department is responsible for the oversight and administration of programs serving California's most vulnerable residents.

2.12 **Capitation Payments:** This is the amount that County agrees to pay L.A. Care Health Plan, Joint Powers Authority (JPA) on behalf of the PASC per eligible enrolled IHSS provider per month.

2.13 **Case Management, Information and Payrolling System II (CMIPS II):** CMIPS II, a California State web-based, comprehensive case management system used to:

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

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

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

The CMIPS II Help Desk can be reached via:

- Telephone: (877) 844-5844;
- CMIPS II Home Page:  
<https://cmipsii.ca.gov/CMIPSIIExtranet/SRPage.jsp>; or

Email: [CMIPS-II-Help-Desk-SR@DXC.com](mailto:CMIPS-II-Help-Desk-SR@DXC.com)

2.15 **Contract Administration and Monitoring Division:** The DPSS division responsible for the administration and monitoring of this Contract.

2.16 **Contract Development Division:** The DPSS division responsible for the development of this Contract.

2.17 **Contractor Registry Information Meeting:** An orientation conducted in person or virtually regarding the services provided by the PASC, as well as the responsibilities of Recipients/Providers as part of the PASC Registry.

2.18 **Contractor Staff:** Employees of the contractor, subcontractors, vendors and agents performing any functions for the Contractor that require access to and/or use of Medi-Cal PII or PII and that are authorized by the Contractor to access and use Medi-Cal PII or PII.

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

- 2.20 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.21 **Department of Health Care Services (DHCS):** DHCS is the core of California's health care safety net, providing millions of low-income and disabled Californians with access to affordable, integrated, high-quality health care, including medical, dental, mental health, substance use treatment services and long-term care.
- 2.22 **Department of Public Social Services (DPSS):** The County of Los Angeles department that will be responsible for administering the Contract on behalf of the County.
- 2.23 **Director:** The Director of DPSS or her designee.
- 2.24 **Eligible IHSS Provider:** An IHSS Provider who is authorized to work under the IHSS Program and who works at least the minimum established number of hours to qualify for the health plan, as determined by the Board of Supervisors, for two consecutive months.
- 2.25 **Eligible Enrolled IHSS Provider:** An Eligible IHSS Provider who is enrolled in L.A. Care Health Plan JPA.
- 2.26 **Enrolled IHSS Provider:** A person who was an Eligible Enrolled IHSS Provider but who is either no longer working as an IHSS Provider or who is no longer working at least the minimum number of hours to qualify as an Eligible IHSS Provider, and who receives health care benefits for two months after he/she is no longer an Eligible Enrolled IHSS Provider.
- 2.27 **Fiscal Year (FY):** The 12-month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.28 **Health Benefit Management (HBM):** A secure server used for the management of benefits given to IHSS Providers. Benefit information is shared electronically between the County and CMIPS II via interface.
- 2.29 **In-Home Supportive Services (IHSS):** A State program administered by the County of Los Angeles DPSS which helps pay for services provided to eligible individuals so that they may remain safely at home. Services are provided by IHSS Providers.
- 2.30 **IHSS Maintenance of Effort (MOE):** The IHSS MOE is the funding structure for the IHSS Program. With this funding structure, counties are responsible for a set amount for the FY instead of paying the traditional State/County cost sharing ratios. However, effective FY 2017-18, the State reinstated the State allocations for Administration. For any expenditures exceeding the State allocation, the County is responsible for the non-federal share.

- 2.31 **IHSS Program:** The section within DPSS responsible for administration of the IHSS program, including developing and issuing County policy and procedures related to IHSS in Los Angeles County.
- 2.32 **IHSS Provider:** The person who provides the services to the IHSS Recipient. California State Regulations refer to this person as “IHSS Provider.” This person is not an employee of the PASC or of the County.
- 2.33 **IHSS Recipient:** The person who has been determined to be eligible to receive IHSS services. The IHSS Recipient independently hires, fires, and supervises the IHSS Providers(s) who performs the tasks for the IHSS Recipient, and in doing so does not act as an agent or representative of the PASC, the County, or any other legal entity.
- 2.34 **L.A. Care Health Plan JPA:** The health plan for eligible enrolled IHSS providers who meet eligibility requirements to receive health care benefits.
- 2.35 **Los Angeles County Back-Up Attendant Program (LA BUAP):** The LA County BUAP is designed to address the critical needs of IHSS consumers in urgent need of a homecare attendant. The program is designed to assist them on a short-term basis when their regular provider is temporarily unavailable, or their individualized “Emergency Back-Up Plan” fails. This program refers to temporary Back-Up Attendant Providers.
- 2.36 **Medi-Cal Personally Identifiable Information (PII):** Information directly obtained in the course of performing an administrative function on behalf of Medi-Cal Program 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.
- 2.37 **Personal Assistance Services Council (PASC):** The entity, that has entered into this Contract to perform or execute the work covered by the Statement of Work (SOW). The PASC exists as an independent entity, separate and apart from the County. The PASC is responsible only for the acts and omissions of its Governing Board, and of its regular staff employees acting within the course and scope of their authorized duties. Nothing in the Contract shall create individual liability for the PASC Board members or employees. The PASC does not hire, fire, or supervise the IHSS Providers, nor does it determine their hours, carry them on its payroll, or have responsibility for their acts or omissions. The PASC does not include any individual IHSS Providers or IHSS Recipients.



- 2.38 **Personally Identifiable Information (PII):** Personally identifiable information directly obtained in the course of performing an administrative function through the Medi-Cal Eligibility Data System (MEDS) or Income Evidence 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.
- 2.39 **Performance Requirements:** Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.40 **Secure Areas:** Any area where:
- I. Contractor staff assist in the administration of their program;
  - II. Contractor staff use or disclose Medi-Cal PII or PII; or
  - III. Medi-Cal PII or PII is stored in paper or electronic format.
- 2.41 **Secure File Transfer (SFT) Service:** A service provided by the CMIPS II vendor to allow counties to access data download files centrally from a secure server.
- 2.42 **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 Contractor, on behalf of the County.
- 2.43 **Social Security Administration (SSA) - Provided or Verified Data (SSA Data):**
- I. 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
  - II. 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).

- 2.44 **Statewide Back-Up Provider System (BUPS):** The Statewide Back-Up Provider System is designed to establish a registry to address the urgent needs of IHSS recipients requiring a back-up provider if they have a need for back-up supportive services related to personal care services that cannot be met by an existing provider or the urgent need cannot be met because the recipient is transitioning to home-based care and does not yet have an identified provider.
- 2.45 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.46 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this contract, at any tier, under oral or written agreement.

### 3.0 SCOPE OF WORK

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

### 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be two years, commencing on July 1, 2024, and shall continue through June 30, 2026, unless sooner terminated, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to one additional one-year period, for a maximum total Contract term of three years. This option may be exercised at the sole discretion of the Director of DPSS or her designee, as authorized by the Board of Supervisors.

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

4.3 Contractor shall 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 shall send written notification to the County’s Contract Administrator (CCA) at the address herein provided in Exhibit D – County’s Administration.

**5.0 FISCAL PROVISIONS**

**5.1 Total Contract Sum**

The Maximum Contract Amount for the two-year term of this Contract is \$14,724,000, subject to State and federal funding availability for each FY.

Should the County exercise its option to extend the Contract for one additional year, pursuant to Subsection 4.2, the annual Contract Amount for the option year is \$7,374,000, contingent on State and federal funding availability. If such option is exercised by the County, the estimated Maximum Contract Amount shall be \$22,098,000.

The Annual Maximum Contract Amount by FY and funding source is as follows:

<b>Contract Components</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>Maximum Contract Amount</b>
PASC Administration	\$5,072,000	\$5,072,000	\$10,144,000
PASC Advisory Committee	\$16,000	\$16,000	\$32,000
State Back-up Provider System	\$938,000	\$938,000	\$1,876,000
<b>Total PASC Administration</b>	<b>\$6,026,000</b>	<b>\$6,026,000</b>	<b>\$12,052,000</b>
Health Benefits Administration (IHSS Provider Health Care Plan Administration)	\$539,000	\$539,000	\$1,078,000
New Provider Enrollment Requirements (NPER)	\$785,000	\$809,000	\$1,594,000
<b>Total</b>	<b>\$7,350,000</b>	<b>\$7,374,000</b>	<b>\$14,724,000</b>

FYs 2024-25 and 2025-26 funding is contingent upon the State's Allocation for Public Authorities for each corresponding FY and the receipt of State and federal funds to the County. If such approval, funding, or appropriation are not forthcoming, or are otherwise limited, curtailed, or increased, the

County may immediately, with ten business days advance notice, modify the Contract amount without penalty.

5.1.1 This is a cost reimbursement contract. County shall only reimburse Contractor's actual costs and only up to the Annual Maximum Contract Amount per FY.

## 5.2 **Written Approval for Reimbursement**

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

## 5.3 **Notification of 75% of Total Contract Sum**

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

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

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

## 5.5 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an

alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## 5.6 **IHSS Provider Health Benefits**

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

- 5.6.1 Pursuant to its collective bargaining agreement with Service Employees International Union (SEIU) Local 2015 and its contract with L.A. Care Health Plan JPA, the Contractor is required to make monthly Capitation Payments for each IHSS Provider enrolled in the Health Care Plan, subject to the County's obligation to fund such payments. DPSS serves as the fiscal intermediary for the Contractor and shall make monthly Capitation Payments to L.A. Care Health Plan JPA on behalf of Contractor by the end of the month in which services are provided, or within ten business days after receiving invoice from the Contractor.
- 5.6.2 County shall reimburse to Contractor the cost of Contractor's administration of the Health Care Plan up to the annual amounts and conditions set forth in Contract, Section 5.0 Fiscal Provisions, Paragraph 5.7.1.
- 5.6.3 The Contractor will submit an electronic file to the CCA and L.A. Care Health Plan JPA by the 22<sup>nd</sup> of each month of all Eligible IHSS Providers enrolled in L.A. Care Health Plan JPA for the following

month of service (e.g., the file received on March 22<sup>nd</sup> shall contain all IHSS providers enrolled in the Health Care Plan for April).

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

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

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

## **5.7 IHSS Provider Health Care Plan Administration**

5.7.1 Effective July 1, 2024 through June 30, 2026, the County shall reimburse the Contractor for Health Care Plan administrative costs as detailed in Exhibit B – Budget. Contingent upon appropriation of funds by the Board of Supervisors, the annual maximum reimbursement amount, \$539,000 for FY 2024-25 and FY 2025-26, shall not exceed available State and federal funding.

5.7.2 For future FYs, contingent upon appropriation by the Board of Supervisors and the continual receipt of State funds allocated to cover benefits pursuant to W&IC Section 12306.1, the County shall continue to reimburse the Contractor for Health Care Plan administration costs. If the Board of Supervisors makes such an appropriation, the Contractor shall submit to the County a monthly invoice detailing the amounts expended by the Contractor to administer the Health Care Plan.

## **5.8 PASC Administration**

5.8.1 Effective July 1, 2024 through June 30, 2026, County shall reimburse the Contractor for administrative expenditures as detailed in Exhibit B – Budget. Contingent upon appropriation of funds by the Board of Supervisors, the annual maximum reimbursement amount, of \$6,026,000, for FY 2024-25 and FY 2025-26, shall not exceed available State and federal funding.

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

5.8.3 The funding for PASC Administration includes funding for the administration of the State's Permanent BUPS and for Advisory Committees costs.

## 5.9 IHSS Provider Enrollment Requirements

5.9.1 Effective July 1, 2024 through June 30, 2026, the County shall reimburse the Contractor for the cost of the Department of Justice (DOJ)/Criminal Background Check (CBC) processing services for enrolling IHSS Providers, as detailed in Exhibit B – Budget for IHSS provider enrollment requirements. Contingent upon appropriation of funds by the Board of Supervisors, the annual maximum reimbursement amount of \$785,000 for FY 2024-25 and \$809,000 for FY 2025-26, shall not exceed available State and federal funding.

5.9.2 The Provider Enrollment Requirements invoice shall detail the amounts expended by the Contractor for the mandated enrollment process for IHSS Providers.

## 5.10 Invoices and Payments

5.10.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – SOW and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B – Budget, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.10.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Budget.

5.10.3 The Contractor's invoices shall contain the information set forth in Exhibit A – SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.10.4 The Contractor shall submit the monthly invoices and supporting documentation, which may include, but is not limited to, receipts, at the request of the CCA or an alternate, to the County, except for the

invoices for Health Care Plan Capitation Payments detailed in Paragraph 5.10.5.

5.10.4.1 For the service months of July through May, the Contractor shall submit the invoices by the 15<sup>th</sup> calendar day of the month following the month of service.

5.10.4.2 To assist the County in maximizing funding each FY, for the service month of June, the Contractor shall submit incremental invoices for the following time periods within the month of June:

(a) One invoice shall be submitted for the period of June 1<sup>st</sup> through June 15<sup>th</sup>;

(b) A second invoice shall be submitted for the period of June 16<sup>th</sup> through June 28<sup>th</sup>, or the second to last *business day* of the month, whichever is earlier;

(c) A final invoice will be submitted for the remaining unbilled days of June, if necessary. The Contractor shall advise the County if a third invoice will be necessary at the time the second June invoice is submitted.

The County will advise the Contractor in writing of the precise dates by which each incremental invoice shall be submitted prior to June of each year.

5.10.4.3 Failure to submit timely and accurate monthly invoices will result in delay of payment.

5.10.5 On a monthly basis, the Contractor shall prepare an original invoice for Health Care Plan Capitation Payments for the subsequent month (refer to Paragraphs 5.6.1 and 5.6.2). Failure to submit timely and accurate monthly invoices will result in delay of payment.

5.10.6 All invoices under this Contract shall be submitted to the following address:

County of Los Angeles  
Department of Public Social Services  
Contract Administration and Monitoring Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746  
Attention: Amandina Pineda, CCA



#### 5.10.7 County Approval of Invoices

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

5.10.8 The invoice for PASC Administration shall identify and separate the administrative costs for the State's Permanent BUPS and Advisory Committee.

### 5.11 Quarterly Reconciliation Invoices

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

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

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

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

5.11.4 Any reconciling adjustments to the monthly payment shall be handled in accordance with the provisions as stated below:

- 5.11.4.1 County shall adjust the following month's invoice payments to correct any discrepancies if the monthly payments differ from actual cost expenditures reported.
- 5.11.4.2 If the quarterly reconciliation finds that County's dollar liability was greater or less than payments made by County to Contractor, then County shall either credit or deduct the difference against the following month's payments hereunder to Contractor.
- 5.11.4.3 Payment to Contractor may be subject to deductions cited in Section 5.0, Fiscal Provisions, Subsection 5.10, Invoices and Payments and Section 8.0, Standard Terms and Conditions, Subsection 8.30, Liquidated Damages.
- 5.11.4.4 County shall have the discretion of not making payments for months subsequent to the month in which a reconciliation invoice is due until the reconciliation has been received and processed by County.
- 5.11.4.5 In no event shall County's maximum obligation under this Contract exceed the funds appropriated by the Board of Supervisors for the purpose of this Contract for each FY of the Contract.

**6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing and contact information of all County Administration referenced in the following sections are designated in Exhibit D - County's Administration. The County shall notify the Contractor in writing, at the time the Contract is awarded, and within five business days thereafter of any change in the names or addresses shown.

**6.1 County's Contract Section Manager (CCSM):**

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

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

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

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

**6.2 Supervising County Contract Administrator (SCCA):**

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

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

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

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

**6.3 County's Contract Administrator (CCA):**

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

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

6.3.2 Ensuring that the objectives of this Contract are met;

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

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

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

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

## **6.4 County's Contract Program Manager (CCPM)**

The responsibilities of the CCPM include:

- 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;
- 6.4.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor;
- 6.4.4 Receiving, investigating, and responding to IHSS Recipient and IHSS Provider complaints; and
- 6.4.5 Receiving and reviewing Monthly Management Report (MMR) and extrapolating data for statistical purposes.

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

## **6.5 Contract Program Monitor (CPM)**

The responsibilities of the CPM include:

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract. The CPM reports to the CCA;
- 6.5.2 Monitoring and evaluating Contractor's performance in providing appropriate services as specified in the Contract;
- 6.5.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor;
- 6.5.4 Monitoring Contractor for contractual compliance and preparing monitoring reports for the Contract.

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E - Contractor's Administration.

Contractor will notify the County in writing of any change in the names or addresses shown.

## 7.2 **Contractor's Senior Executive (CSE)**

Contractor shall provide a CSE, as designated in Exhibit E - Contractor's Administration, who will be authorized to bind the Contractor in this Contract and authorized to negotiate changes to this Contract.

## 7.3 **Contractor's Contract Manager (CCM)**

Contractor shall provide a Contract Manager, as designated in Exhibit E – Contractor's Administration, who will act as liaison with County and be responsible for the overall management and coordination of this Contract. The Contract Manager is responsible for oversight, negotiation, and compliance aspects of the Contract. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond within 48 hours of routine written notices or inquiries from the CCA, CCPM or alternate, excluding weekends and holidays. The County retains the right to request response from the Contract Manager within 24 hours of written notices or inquiries from the CCA for complaints or other urgent matters.

Specifically, the Contract Manager or alternate shall:

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

7.3.2 Be identified in writing prior to Contract start and within five business days when a change of Contract Manager or alternate is made.

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

7.3.4 Meet and coordinate with the CCPM and CCA on a regular basis.

## 7.4 **Contractor's Contract Administrator**

Contractor shall provide a Contract Administrator, as designated in Exhibit E – Contractor's Administration, who will be responsible for overseeing the day-to-day administration of the Contract. Specifically, the Contract Administrator or alternate shall:

7.4.1 Act as main point of contact with the CPM during any scheduled contract monitoring;

7.4.2 Ensure that the objectives of this Contract are met;

- 7.4.3 Be identified in writing prior to Contract start and within five business days when a change of Contract Administrator or alternate is made.
- 7.4.4 Not authorize any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate Contractor to County in any respect whatsoever.

#### **7.5 Approval of Contractor's Staff**

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

#### **7.6 Contractor's Staff Identification**

- 7.6.1 Contractor shall furnish, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, identifying the employee by name and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- 7.6.2 Contractor shall notify the County within one business day when an employee is terminated from working under this Contract. Contractor shall retrieve and immediately destroy the employee's photo identification badge at the time of removal from this Contract.
- 7.6.3 If County requests the removal of an employee of Contractor, Contractor shall retrieve and immediately destroy the employee's photo identification badge at the time of removal from working on this Contract.

#### **7.7 Confidentiality**

- 7.7.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, W&IC Section 10850 and County policies concerning information technology security and the protection of confidential records and information.
- 7.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this

Subsection 7.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.7.4 Contractor shall sign and adhere to the provisions of Exhibit F – Contractor Acknowledgement and Confidentiality Agreement.

## **7.8 Background and Security Investigations**

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

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

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

7.8.4 Disqualification of any member of Contractor's staff pursuant to this Subsection 7.8 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

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

8.1.2 The County's Board of Supervisors or Chief Executive Office (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or her designee.

8.1.3 For any change which does not materially affect the scope of work or any other term or condition included in this Contract, a Change Notice shall be prepared and signed by the CCSM and the Contractor.

8.1.4 The DPSS Director or her designee, may at her sole discretion, authorize extensions of time as defined in Section 4.0, 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 unless mutually agreed upon by both parties. To implement an extension of time, an amendment to the Contract must be prepared by the Contractor and by the DPSS Director or her designee.

8.1.5 The DPSS Director or her designee may prepare and execute amendments to this Contract without further action by County's Board of Supervisors under the following conditions:

8.1.5.1 Amendments shall be in compliance with applicable federal, State and County regulations.

a. The Amendment shall be for a decrease of no more than ten percent of the total Contract amount;

b. The Amendment shall be for an increase of no more than ten percent of the total Contract amount and is necessitated by additional and necessary services



and/or to comply with changes in federal, State, or County requirements.

8.1.5.2 The County Board of Supervisors and the State of California have appropriated sufficient funds to DPSS.

8.1.5.3 DPSS shall obtain the approval of County Counsel or her designee for an Amendment to this Contract.

## 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 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

## 8.3 Authorization Warranty

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 FY during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.5 Complaints**

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

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

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

8.5.3 If the CCPM requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten business days for County approval.

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

8.5.5 The Contractor must preliminarily investigate all complaints and notify the CCPM of the status of the investigation within five business days of receiving the complaint. Contractor must submit a report on the total number of County-initiated, as well as complaints received directly by Contractor, along with the status of the complaint investigations, on its MMR.

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

8.5.7 Copies of all written responses sent to the complainant shall also be sent to the CCPM within five business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

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

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 Law, will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor 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 Law**

8.7.1 Contractor must abide by the provisions of Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, as amended in Volume 42 of United States Code Sections 2000 (e) (1) through 2000 (e) (17); Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the Americans with Disability Act (ADA) of 1990, as amended; W&IC Section 10000; CDSS Manual of Policies and Procedures, Division 21; and other applicable federal and State laws, rules and regulations to ensure that employment

practices and the delivery of social services programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, color, national origin (including language), ancestry, ethnic group identification, political affiliation, religion, marital status, sex, age, physical or mental disability, medical condition, gender, gender identity or expression, citizenship, immigration status, and genetic information, or retaliate against an individual engaging in a protected activity, such as filing a complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing. Contractor must sign and adhere with the terms as set forth in Exhibit I, Contractor's Equal Employment Opportunity (EEO) Certification, and Exhibit C, Contractor's Non-Discrimination In-Service Certification.

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

8.7.2.1 Contractor must ensure that public contact staff attend the mandatory Civil Rights training provided by DPSS and submit completion certificates to the CCA as a follow-up;

8.7.2.2 Contractor must effectively identify the recipient's designated/preferred language. If the recipient's designated/preferred language differs from the recipient's designated/preferred language that is annotated/reflected on CMIPS II, Contractor must immediately notify County of this discrepancy so that CMIPS II can be updated accordingly;

8.7.2.3 Contractor must ensure that notices sent to recipients are in their respective designated/preferred language;

8.7.2.4 Contractor must provide interpreters to ensure meaningful access to services for all participants;

8.7.2.5 Contractor must maintain records that include any Civil Rights related correspondence pertaining to

participants; document customers' own interpreter confidentiality agreement using Exhibit T - Interpreter Services Statement and Confidentiality Agreement (CR 6181), and must document in the case records whether language services and ADA accommodations were provided;

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

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

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

## 8.8 Compliance with 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 shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subsection 8.8, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an

aggregate sum of \$50,000 or more in any 12-month period under one or more 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) 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 shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

## 8.9 Conflict of Interest

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

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

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

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

## 8.11 Consideration of Hiring GAIN-START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's DPSS Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-START participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINSTART@dpss.lacounty.gov](mailto:GAINSTART@dpss.lacounty.gov) and

[BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN-START job candidates.

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

## 8.12 Contractor's 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 shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### 8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit L (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Contractor's Certification of Bilingual Staff**

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

#### **8.17 Damage to County Facilities, Buildings or Grounds**

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

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

## **8.18 Publicity**

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

8.18.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.18.1.2 During the course of performance on this Contract, the Contractor and its employees, agents, and subcontractors shall not authorize another to publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Director. The County shall not unreasonably withhold written consent.

8.18.2 In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or recipient of IHSS services provided by DPSS.

8.18.3 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 Section 8.18, Publicity, shall apply.

## **8.19 Injury and Illness Prevention Program**

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

## **8.20 Employment Eligibility Verification**

8.20.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility

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

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

## **8.21 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 Change Notices, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.22 Fair Labor Standards Act (FLSA)**

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

## **8.23 Force Majeure**

8.23.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight

embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

8.23.3 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.

#### **8.24 Government Observations**

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

#### **8.25 Governing Law, Jurisdiction, and Venue**

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

#### **8.26 Indemnification**

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

## 8.27 Independent Contractor Status

- 8.27.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.27.4 The Contractor shall adhere to the provisions stated in Subsection 7.7, Confidentiality.

## 8.28 General Provisions for all Insurance Coverage

Without limiting the Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsection 8.29 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.

### 8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its agents (defined below) have 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.

- 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.
- 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 shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:  
County of Los Angeles  
Department of Public Social Services  
Contract Administration and Monitoring Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411  
Attn: Amandina Pineda, CCA
- 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.

#### **8.28.2 Additional Insured Status and Scope of Coverage**

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

#### **8.28.3 Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice 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.

#### **8.28.4 Failure to Maintain Insurance**

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

#### **8.28.5 Insurer Financial Ratings**

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

#### **8.28.6 Contractor's Insurance Shall 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.

#### **8.28.7 Waivers of Subrogation**

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

#### **8.28.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies or shall 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 shall 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.

#### **8.28.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### 8.28.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date will precede the effective date of this 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.

#### 8.28.11 **Application of Excess Liability Coverage**

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

#### 8.28.12 **Separation of Insureds**

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

#### 8.28.13 **Alternative Risk Financing Programs**

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

#### 8.28.14 **County Review and Approval of Insurance Requirements**

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

### 8.29 **Insurance Coverage**

8.29.1 **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

8.29.2 **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.

8.29.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000 per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization, coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. 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.

#### 8.29.4 **Property Coverage**

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

#### 8.29.5 **Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of

computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

### 8.30 Liquidated Damages

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

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

- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum;
- b. 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.

8.30.3 The action noted in Paragraph 8.30.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.30.4 This Paragraph 8.30.4 shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirement Summary (PRS), and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

### **8.31 Most Favored Public Entity**

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

### **8.32 Non-Discrimination and Affirmative Action**

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

8.32.2 Contractor certifies to the County each of the following:

8.32.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.32.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.32.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.32.2.4 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.

8.32.3 The Contractor shall take affirmative action to ensure that applicants who become employed, and that employees are treated during

employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.32.4 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.
- 8.32.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin (including language), sex, age, physical or mental disability, marital status, political affiliation, medical condition, gender, gender identity or expression, sexual orientation, domestic partnership, citizenship, immigration status, and genetic information, be excluded from participation in, be denied the benefits of, nor shall they be retaliated against for engaging in a protected activity, such as filing a complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.32.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.32, Nondiscrimination and Affirmative Action, when so requested by the County.
- 8.32.7 If the County finds that any provisions of this Subsection 8.32, Nondiscrimination and Affirmative Action, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a

finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

**8.33 Non-Exclusivity**

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

**8.34 Notice of Delays**

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

**8.35 Notice of Disputes**

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

**8.36 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit K – Internal Revenue Service Notice 1015.

**8.37 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet 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 L, Safely Surrendered Baby Law, of this



Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

## 8.38 Notices

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

### 8.38.2 Notice of Meetings

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

### 8.38.3 Delivery of Notices

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

### 8.38.4 Changes of Address

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

### 8.38.5 Termination Notices

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

### **8.39 Ownership of Equipment**

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

### **8.40 Performance Requirements**

If Contractor fails to meet the requirements as specified in Exhibit A, SOW, Technical Exhibit 1, PRS hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of Section 8.50, Termination for Default. This Subsection 8.40 shall not in any manner restrict or limit County's right to terminate this Contract for convenience per Subsection 8.49.

### **8.41 Prohibition Against Inducement or Persuasion**

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

### **8.42 Public Records Act**

8.42.1 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 8.43, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.42.2 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.

#### **8.43 Record Retention and Inspection/Audit Settlement**

- 8.43.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. County reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to Contractor. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's 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 shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.3 Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.43 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.43.4 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 shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.43.5 Other required documents to be retained include, but are not limited to:

8.43.5.1 Invoices/Check Stubs: Any monthly and supplemental invoices and DPSS reimbursement check stubs.

8.43.5.2 Confidentiality Agreements: Any confidentiality agreements that Contractor is required to sign or have signed, including those for its employees and non-employees.

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

#### **8.44 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.

#### **8.45 Removal of Unsatisfactory Personnel**

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

#### **8.46 Shredding of Documents**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to, W&IC Sections 10850 and 17006) relating to this 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 8.43 of this Contract are to be maintained for a period of five years after the term of this current Contract including any agreed upon extension or until all audits started are completed, whichever is later.

#### **8.47 Subcontracting**

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

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

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

8.47.2.2 A copy of the subcontract; and

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

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

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

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

8.47.6 The CCA is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.47.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County, from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Public Social Services  
Contract Administration and Monitoring Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411  
Attn: Amandina Pineda, CCA

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.50, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.49 Termination for Convenience**

8.49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon

which such termination becomes effective shall be no less than ten days after the notice is sent.

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

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

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

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 8.43, Record Retention and Inspection/Audit Settlement.

#### **8.50 Termination for Default**

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

8.50.1.1 Contractor has materially breached this Contract; or

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

8.50.1.3 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.

8.50.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

- 8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.50.4 If, after the County has given notice of termination under the provisions of Subsection 8.50, Termination for Default, it is determined by the County that the Contractor was not in default under the provisions of Subsection 8.50, Termination for Default, or that the default was excusable under the provisions of Paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.49, Termination for Convenience.
- 8.50.5 The rights and remedies of the County provided in this Subsection 8.50, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.51 Termination for Improper Consideration**

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

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

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

## 8.52 Termination for Insolvency

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

8.52.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;

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

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

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

8.52.2 The rights and remedies of the County provided in this Subsection 8.52, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.53 Termination for Non-Adherence of County Lobbyist Ordinance

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

**8.54 Termination for Non-Appropriation of Funds**

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

**8.55 Validity**

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

**8.56 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.57 Warranty Against Contingent Fees**

8.57.1 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.

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

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

8.58.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property

tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

#### **8.59 Time Off for Voting**

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

#### **8.60 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

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

#### **8.61 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.

#### **8.62 Compliance with Fair Chance Employment Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this 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.

#### **8.63 Prohibition from Participation in Future Solicitation(s)**

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

#### **8.64 Termination for Breach of Warranty to Maintain Compliance with County's Default Property Tax Reduction**

Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.58 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 ten 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](#).

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete

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

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

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

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

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

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

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

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

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

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

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

- 9.4.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.4.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.4.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

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

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

9.5.1 The Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

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

**9.6 Child/Elder Abuse/Fraud Reporting**

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

submit all required information, in accordance with the PC Code Sections 11166 and 11167.

9.6.2 Contractor and County staff working on this Contract shall comply with W&IC, Section 15600 et seq. and shall report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to the appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports shall be made by telephone to the Los Angeles County Aging & Disabilities Department hotline at (877) 477-3646 and shall submit all required information, in accordance with the W&IC Sections 15630, 15633, 15633.5.

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

#### **9.7 Collective Bargaining Agreement**

To comply with CDSS Regulations Section 23-610 (c) (22), the Contractor agrees to provide the County, upon request, a copy of any agreement covering employees providing services under the Contracts.

#### **9.8 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 shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

#### **9.9 Fiscal Accountability**

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

#### **9.10 Privacy and Security Agreement (PSA)**

County and Contractor agree to review and comply with applicable privacy and security requirements [Contract, Exhibit O – CDSS 2019 Privacy and



Security Agreement, Exhibit P – DHCS 2019 Medi-Cal Privacy and Security Agreement, and Exhibit Q – Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)] in order to ensure the privacy and security of the CalSAWS, SSA, MEDS, applicant IEVS, and PII data that is covered by these agreements and accessed or provided through DPSS.

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

<p align="center"><b>DPSS Department Information Security Officer</b></p>	<p align="center"><b>DPSS County Contract Administrator</b></p>
<p>Department of Public Social Services Bureau of Contract and Technical Services 12860 Crossroads Parkway South City of Industry, CA 91746-3411 Email: <a href="mailto:CISO@dpss.lacounty.gov">CISO@dpss.lacounty.gov</a> Telephone: (562) 551-3487</p> <p><i>The preferred method of communication is email, when available. Do not include any PII unless requested by the Department Information Security Officer.</i></p>	<p>Department of Public Social Services Contract Administration &amp; Monitoring Division, 12900 Crossroads Parkway South – East Annex, 2nd Floor City of Industry, CA 91746-3411</p> <p>Please refer to Exhibit D for CCA contact information.</p> <p><i>The preferred method of communication is email, when available. Do not include any PII unless requested by County.</i></p>

**10.0 SURVIVAL**

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

- Section 1.0 (Applicable Documents)
- Section 2.0 (Definitions)
- Section 3.0 (Scope of Work)
- Subsection 5.4 (No Payment for Services Provided Following Expiration/Termination of Contract)
- Subsection 7.7 (Confidentiality)
- Subsection 8.1 (Amendments and Change Notices)
- Subsection 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- Paragraph 8.6.2

Subsection 8.22 (Fair Labor Standards Act)  
Subsection 8.23 (Force Majeure)  
Subsection 8.25 (Governing Law, Jurisdiction, and Venue)  
Subsection 8.26 (Indemnification)  
Subsection 8.28 (General Provisions for all Insurance Coverage)  
Subsection 8.29 (Insurance Coverage)  
Subsection 8.30 (Liquidated Damages)  
Subsection 8.38 (Notices)  
Subsection 8.43 (Record Retention and Inspection/Audit Settlement)  
Subsection 8.49 (Termination for Convenience)  
Subsection 8.50 (Termination for Default)  
Subsection 8.55 (Validity)  
Subsection 8.56 (Waiver)  
Subsection 8.63 (Prohibition from Participation in Future Solicitation(s))  
Subsection 9.3 (Ownership of Materials, Software and Copyright)  
Subsection 9.4 (Patent, Copyright and Trade Secret Indemnification)  
Section 10.0 (Survival)

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 this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Jackie Contreras, Ph.D., Director  
Department of Public Social Services

**PERSONAL ASSISTANCE SERVICES COUNCIL (PASC)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Greg Thompson  
Executive Director

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Melinda White-Svec  
Deputy County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK (SOW) AND TECHNICAL EXHIBITS**

**STATEMENT OF WORK**

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**STATEMENT OF WORK  
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 Goal I: Make Investments that Transform Lives, Strategy I.2 - Enhance Our Delivery of Comprehensive Interventions: Deliver comprehensive and seamless services to those seeking assistance from the County.

## STATEMENT OF WORK

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

### 1.0 GENERAL

#### 1.1 SCOPE OF WORK

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

#### 1.2 QUALITY ASSURANCE

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

County or its agent will evaluate Contractor's performance under this Contract no less than annually. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

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

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

#### 1.3 HOURS OF OPERATION/HOLIDAYS

1.3.1 Contractor shall be available to provide services no less than 40 hours a week. The normal County work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. Contractor is not required to provide services on County recognized holidays.

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

## **2.0 CONTRACTOR AS PUBLIC AUTHORITY**

The Contractor, as the public authority for the County of Los Angeles, shall negotiate, when applicable, with the local labor organizations on behalf of the County as a result of amendments or additions to federal, State or local law, including but not limited to the W&IC, where the public authority is deemed to be the employer of record for IHSS personnel for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment.

## **3.0 COUNTY FURNISHED ITEMS**

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

Information Technology (IT)

The County will provide, or cause to be provided, at no cost to the Contractor, the following IT:

- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Any additional IT resources deemed necessary by the County.
- Contractor shall provide security sufficient to protect all County data in any media. All data must be password protected to ensure only authorized staff have access. Contractor shall also meet any additional security measures as required by County.
- All software must be compatible with County standards and hardware and software standards.

### **3.1 TRAINING**

3.1.1 The Contractor must ensure that public contact staff complete the mandatory Civil Rights Training (CRT) accessed through DPSS' TalentWorks Management Training System, no less than biannually, and provide verification of successful completion to the CCA.

3.1.2 Additionally, the Contractor shall provide training to staff on the Contractor's mission, policies, and procedures within three months of hire and annually thereafter. The Contractor must ensure that public contact staff complete the following mandatory trainings at the beginning of employment and at least annually thereafter:

- Mandated Reporters
- Sexual Harassment
  - Sexual Harassment Training for Employees in the Workplace; or
  - Sexual Harassment and Discrimination Prevention for Supervisors

The trainings are accessed through DPSS' TalentWorks Management Training System and the Contractor must provide verification of successful completion for each employee to the CCA.

- 3.1.3 The Contractor must also ensure that all staff complete Cybersecurity and Privacy Awareness training at the beginning of employment and at least annually thereafter. Contractor staff may access this training through the County's TalentWorks Management Training System. Upon County's advance approval, the Contractor may provide their own Cybersecurity and Privacy Awareness training to their staff, provided the Contractor's training contains all the elements of the County's training. Contractor must provide verification to the CCA that each staff have successfully completed the training.

## **4.0 CONTRACTOR FURNISHED ITEMS**

### **4.1 GENERAL**

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

### **4.2. STAFFING**

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

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

4.2.3 Contractor shall provide staff with bilingual skills or provide interpreter services for IHSS recipients and providers who cannot

communicate in English. County will notify Contractor of language requirements for the areas served. Although recipients and providers shall not be required to provide an interpreter, Contractor shall not be prohibited from utilizing an interpreter voluntarily provided by the recipient or the provider (e.g., a relative or friend).

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

- IHSS Program
- Confidentiality of recipient's information
- Customer Service

4.2.5 The Contractor must also ensure that all staff complete Cybersecurity and Privacy Awareness training at the beginning of employment and at least annually thereafter. Contractor staff may access this training through the County's TalentWorks Management Training System. Upon County's advance approval, the Contractor may provide their own Cybersecurity and Privacy Awareness training to their staff, provided the Contractor's training contains all the elements of the County's training. Contractor must provide verification to the CCA that each staff have successfully completed the training.

#### 4.3 **FACILITIES, EQUIPMENT, AND SECURITY**

Contractor shall provide:

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

#### 4.4 **MAINTENANCE, REPAIRS AND REPLACEMENTS**

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

#### 4.5 COMPUTER EQUIPMENT

4.5.1 Contractor shall be responsible for all internet connection costs and maintenance necessary for Contractor to access any web-based applications necessary to complete the terms of this Contract. County will provide Contractor Virtual Private Network (VPN) access to allow Contractor to access County's network applications using the internet through VPN technology.

Contractor shall request authorization from the CCPM for CDSS CMIPS II access when required for new staff to administer the Contract requirements. County will ensure that new Contractor staff has access within 30 days of authorization requests.

4.5.2 Contractor shall request prior authorization from the CCA, to purchase with Contract funds, any piece of equipment in excess of \$10,000 that is necessary to perform all services as specified in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.39, Ownership of Equipment. County will provide Contractor a written response within 30 calendar days from the receipt date of such request.

4.5.3 Contractor shall immediately notify the CDSS, CMIPS II Help Desk via phone at 1-877-844-5844 to report any systems failures or through the CMIPS II home page at <https://cmipsii.ca.gov/CMIPSIIExtranet/SRPage.jsp> to submit a service request.

#### 4.6 SECURITY

4.6.1 Contractor shall provide all security for all computer/mobile device access to ensure that the access is secure and that the confidentiality of participants' records is maintained.

4.6.2 Contractor shall provide adequate security to protect all County data in any media. Equipment must be secured to workstations in a locked space. Electronic data must be password protected to ensure only authorized staff have access.

#### 4.7 MATERIALS AND SUPPLIES

Contractor shall provide:

a) Updated list of all sites to be used in administering these services, including any extension sites.

- b) Supplies, unless otherwise specified in SOW, Section 3.0, County Furnished Items, necessary to perform all services required by this Contract.
- c) Contractor shall post in each Contractor facility, in an area that is easily accessible to Contractor employees the EEO posters and State-approved Nondiscrimination in Services notices, Contractor may obtain EEO notices from:

Roybal Federal Building  
U.S. Equal Employment Opportunity Commission  
255 E. Temple Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012-9856  
Telephone Number: (800) 669-4000

## **5.0 COUNTY RESPONSIBILITIES**

### **5.1 RECIPIENT ELIGIBILITY AND AUTHORIZED HOURS**

- 5.1.1 Pursuant to the W&IC, including Sections 12300.4, 12301.01, 12301.02, and 12301.1 thereof, County has sole authority for the determination of recipient eligibility for IHSS and the number of hours of service each eligible recipient shall receive following CDSS guidelines.
- 5.1.2 County shall not reduce authorized hours of service to recipients to fund Contractor, fund wage and/or benefit increases to providers, or implement Government Code Section 3500 et seq.

### **5.2 PROVIDER INFORMATION**

- 5.2.1 County will review that the prospective provider has completed all the provider enrollment requirements and update CMIPS II provider status.
- 5.2.2 If there is a discrepancy as to a provider's information, after notification from Contractor, County shall investigate the matter and respond back to Contractor within 72 hours.

## **6.0 CONTRACTOR RESPONSIBILITIES**

### **6.1 COLLECTIVE BARGAINING**

Contractor shall be deemed the employer of record of IHSS providers for the purpose of collective bargaining, subject to the exclusive rights of IHSS recipients to hire, fire, and supervise providers, and will perform

collective bargaining as provided by the W&IC and the Los Angeles County Code Section 3.45.

## 6.2 **REGISTRY**

### 6.2.1 Overview and Purpose of the Registry

- 6.2.1.1 Contractor shall establish and maintain the registry to provide a list of approved IHSS providers to IHSS recipients seeking an IHSS provider.
- 6.2.1.2 Contractor will ensure that the registry call center is equipped with enough staff to ensure that 75% of all calls received are answered by a staff person.
- 6.2.1.3 Contractor shall provide performance data on the number of calls answered, calls not answered, and sent to voicemail on the MMR.
- 6.2.1.4 Any registry services or referrals shall be non-exclusive, voluntary, and advisory as to recipients, who shall have the exclusive right to hire and fire their providers.

### 6.2.2 Recipient Eligibility Criteria for the Registry

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

### 6.2.3 Provider Eligibility Criteria for the Registry

- 6.2.3.1 Contractor shall ensure providers listed on the registry have completed all the provider enrollment requirements including passing the CBC by verifying in CMIPS II.
- 6.2.3.2 Contractor shall request that newly registered IHSS providers update their contact information monthly or whenever a change occurs.
- 6.2.3.3 Contractor shall request newly registered IHSS providers be enrolled in the Electronic Services Portal (ESP) or Telephone Timesheet System.
- 6.2.3.4 Contractor shall perform an Annual HOMCare Registry Review. The annual review shall be conducted in July of every year for the reporting period of the previous July



through June. Contractor shall provide a copy of the annual review to the CCA and CCPM no later than July 30<sup>th</sup> of each FY. The annual review shall include:

1. The total number of New Approved Registry Providers, Experienced Active, Experienced Inactive, and No Longer Interested (NLI) providers. Contractor shall also provide an Excel file with the raw, unfiltered data from which the reported numbers were pulled. The raw data shall include a unique identifier for each provider for quality assurance monitoring purposes.
  - a) “New Approved Registry Providers” for this purpose means providers who are eligible in CMIPS II and joined the PASC Registry
  - b) “Experienced Active” for this purpose means providers who are eligible on CMIPS II, joined the PASC Registry and are currently looking for work.
  - c) “Experienced Inactive” for this purpose means providers who were/are eligible on CMIPS II, joined our registry and are no longer looking for work, and providers who were/are eligible on CMIPS II and were marked inactive due to not updating their availability within 30 days
  - d) “NLI” for this purpose means providers who DPSS determined were inactive no payroll and were removed from the PASC Registry.
2. Consumer survey and feedback with data.

#### 6.2.4 Contractor Registry Responsibilities

Contractor shall perform the following services for the Registry:

- 6.2.4.1 Develop and maintain written procedures for resolving registry services inquiries. The Contractor shall provide a copy of the procedures to the CCPM with a copy to the CCA.
- 6.2.4.2 Increase the number of new approved providers by ten percent from the previous FY. The Contractor shall provide a report to the CCPM, with a copy to the CCA, 30 days after the FY ends.

- 6.2.4.3 Conduct an annual random survey of 20 percent of IHSS recipients who received a registry list to determine the percentage of matches made. The Contractor will provide results of annual registry survey to the CCPM, with a copy to the CCA, 30 days after the conclusion of the survey.
- 6.2.4.4 Develop a method to evaluate and monitor the service quality of the registry, including but not limited to, collecting data and consulting with IHSS recipients, Contractor staff, and the County. The review should have quantifiable measures to ensure consistency among each review and shall be conducted no less than annually. The results of the review shall be available for inspection by the County.
- 6.2.4.5 The Contractor shall report on the MMR the total number of ineligible providers removed from the Contractor's registry.

#### 6.2.5 Registry Enrollment Process-Provider and Recipient

- 6.2.5.1 Contractor shall provide registry program description and application packet to IHSS recipients and providers who wish to apply for the registry no later than five days from the initial inquiry.
- 6.2.5.2 Contractor shall make available to IHSS providers the registry policies and procedures within 90 days of enrollment process in the registry.
- 6.2.5.3 Contractor shall perform the following for IHSS providers and recipients who wish to participate in the registry:
- An efficient application process for IHSS recipients and providers to enroll in the registry.
  - Provide alternative methods of applying for the registry as identified in Paragraph 6.2.7, including mail and fax.
  - Require all providers to state which IHSS tasks they are able to perform.
- 6.2.5.4 Once approved for the registry, IHSS recipients and providers will be made aware that trainings are available. PASC will provide access to training.

6.2.5.5 Contractor will offer potential providers the option to attend the next available Contractor Registry Information Meeting.

6.2.5.6 When reviewing the provider application for the registry, the Contractor shall review the tasks that the provider is capable and willing to perform.

#### 6.2.6 Referral Process

6.2.6.1 Contractor shall send referrals of IHSS providers to recipients for consideration of employment within 48 hours of the recipient's request.

6.2.6.2 Contractor shall only send recipients referrals for IHSS providers who have completed and passed all of the provider enrollment requirements and are active providers.

6.2.6.3 Contractor shall utilize its registry in order to send a list of ready to work providers in the recipient's Service Planning Area (SPA).

6.2.6.4 Contractor shall assist the recipient with hiring a provider when requested by recipient.

6.2.6.5 Contractor shall inform the IHSS registry recipient of the FLSA requirements and how workweek limitations may impact the number of providers they can hire.

6.2.6.6 Contractor shall inform the IHSS provider of the FLSA requirements and the limitations on the number of hours they can work for IHSS recipients to avoid violations.

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

#### 6.2.7 Outreach and Marketing for Registry

For the purposes of the registry, Contractor shall develop outreach and marketing materials and activities to inform the IHSS community of the availability of the registry services, including, but not limited to the following:

- Contractor shall conduct informational meetings regarding the registry services for County and Community-Based

Organizations (CBOs) that work closely with IHSS recipients.

- Contractor shall develop informational material describing the registry services. This informational material will be provided to IHSS social worker staff and appropriate CBOs in order to inform eligible IHSS recipients and providers about this service.
- Contractor shall provide information on the Contractor website for IHSS recipients and providers on the registry application process.
- Contractor, whenever possible, will use alternative electronic methods of communication to keep IHSS recipients and providers up to date regarding registry changes, available training, and upcoming legislative changes.
- The Contractor shall maintain an online paperless, application submittal process on their website through which IHSS recipients and providers can apply for registry services electronically.

### 6.3 TRAINING

Contractor shall provide access to training for providers and recipients.

6.3.1 Contractor shall provide access to information and/or trainings annually to IHSS recipients and providers.

6.3.1.1 Contractor shall provide access to training to recipients regarding employer responsibilities including, but not limited to, hiring, firing, scheduling, supervising a provider, verifying hours worked by provider.

6.3.1.2 Contractor shall work with the County to develop trainings that target the most common employer/employee relations issues identified by Labor Commission Hearings.

6.3.2 Contractor shall provide access to training for both recipients and providers. Contractor, whenever possible, will provide access to training in all eight SPAs, either in person or using alternative methods.

6.3.2.1 Contractor may use trainings offered in the community by third-parties to satisfy its obligation under this section. Contractor is not obligated to pay for any such trainings.

- 6.3.2.2 Contractor is not obligated to provide training directly, pay for training provided in the community, pay for the providers' time to attend training, accompany the recipient to training, pay for transportation to training or pay for any materials required by the training.
- 6.3.2.3 Contractor is not responsible for ensuring that providers and recipients attend or complete any training.
- 6.3.2.4 Any Contractor arranged training, and the application of such training to any particular recipient-provider working relationship, shall be voluntary and advisory as to recipients, who shall retain the exclusive right to instruct and train their providers as an aspect of their exclusive right to hire, supervise their providers, and terminate employment.

#### 6.4 HEALTH BENEFITS

- 6.4.1 The eligibility aspect of the Health Care Plan shall be administered by Contractor with the full cooperation of County, and Contractor shall determine whether each provider is eligible for health benefits.
  - 6.4.1.1 For the purpose of the Health Care Plan, as soon as available, Contractor shall retrieve the most recent IHSS provider information HBM file from the SFT server when notified via email by the CMIPS II vendor on a monthly basis. At a minimum, this information includes the following: name, address, date of birth, social security number, and number of authorized hours of each IHSS provider.
  - 6.4.1.2 Information provided in the HBM file referenced in SOW, Subparagraph 6.4.1.1 will be used by the Contractor to verify eligible enrolled IHSS providers on a monthly basis.
- 6.4.2 Contractor shall notify eligible providers of the availability of health benefits within 30 days of their eligibility data via a notice of eligibility. Contractor shall keep copies of the notices on file.
- 6.4.3 If there is a dispute as to a provider's eligibility information as provided to Contractor by County, Contractor shall notify County of the concern within ten business days after becoming aware of the issue, and County shall review the matter and report back to the Contractor within ten business days.

- 6.4.4 Contractor shall submit an electronic file, that reflects the number of enrollees who paid the required monthly co-payment from eligible enrolled IHSS providers and reconcile this amount with the number of eligible enrolled IHSS providers covered in the County's contract with L.A. Care Health Plan JPA Contract. This information will be utilized in reconciling the enrollees who receive Health Care Plan benefits through the County's contract with L.A. Care Health Plan JPA Contract.
- 6.4.5 Contingent upon receipt of the HBM file referenced in SOW, Subparagraph 6.4.1.1 by no later than the eighth calendar day of the month, Contractor shall make the following reports available to the CCA/CCPM by the 15<sup>th</sup> calendar day of each month, for the previous month:
- 6.4.5.1 The names and total number of all eligible enrolled IHSS providers in the Health Care Plan. Eligible providers are people that are authorized to work for at least the required minimum threshold number of hours and for whom the health care plan co-payment is automatically deducted from their IHSS paycheck.
  - 6.4.5.2 The names and total number of all previously eligible enrolled IHSS providers who are no longer authorized to work as an IHSS provider. This group of providers is eligible for a two-month extension of health care benefits. Since this group is no longer working, the health care plan co-payment cannot be deducted from their IHSS paycheck.
  - 6.4.5.3 The names and total number of all previously eligible enrolled IHSS providers who continue to be authorized to work as an IHSS provider but work fewer hours than the required minimum threshold number of hours. This group of providers is eligible to a two-month extension of health care benefits. Since this group is authorized as an IHSS provider, the co-payment is automatically deducted from their IHSS paycheck.
  - 6.4.5.4 The names and total number of all previously eligible enrolled IHSS providers listed in Subparagraph 6.4.5.2, above, who are not paying their co-payment for one or both months in the two-month extension period.

6.4.5.5 If any discrepancies should be discovered regarding the payments made to L.A. Care Health Plan JPA, including but not limited to, that an IHSS provider was found to be ineligible for health plan coverage and a capitation payment was paid to Contractor for that IHSS provider, the Contractor shall provide L.A. Care Health Plan JPA a written request for repayment for any ineligible IHSS provider. L.A. Care Health Plan JPA shall provide a refund of the Capitation Payment to County by the fifth business day following receipt of Contractor's request. Contractor shall prepare and submit a monthly report of the Capitation Payment discrepancies identified to the CCPM by the 15<sup>th</sup> calendar day of each month.

## 6.5 ADMINISTRATIVE RESPONSIBILITIES

6.5.1 Contractor shall conduct and maintain an annual inventory of all fixed assets and equipment purchased by the Contractor using federal, State or County funds, and their location, to meet County inventory control requirements. Contractor shall provide the list to the County within 30 calendar days of the contract effective date and within 14 calendar days of completion of the annual inventory. Contractor shall report any lost or stolen fixed assets or equipment to the CCA within five business days of discovering the loss.

6.5.2 Contractor shall provide County with all cost reports, and other such data as required by the County, State of California, and federal government, including the audits required by the A-C Contract Accounting and Administration Handbook.

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

### 6.5.4 Customer Loyalty Programs

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

## 6.6 REPORTING RESPONSIBILITIES

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

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

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

6.6.2 Contractor shall send the MMR (Technical Exhibit 16) to the CCPM with a copy to the CCA by the 15<sup>th</sup> calendar day of the month for the previous month. If the 15<sup>th</sup> falls on a Saturday, Sunday or holiday, the MMR is due the following business day.

6.6.3 Contractor shall complete and provide other ad hoc reports as requested by County within 15 calendar days.

6.6.4 Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to IHSS recipient and IHSS provider complaints. A copy of these procedures shall be provided to the CCPM and CCA within 15 days of the Contract effective date and upon request.

6.6.5 Contractor shall maintain a record of all affirmative action or civil rights complaints, in the Contractor's records. The Contractor shall include the number of Civil Rights referrals, either the PA 607 or calling the hotline on the MMR (Technical Exhibit 16).

6.6.6 Contractor shall maintain a list of all APS referrals made which shall be available for inspection by the County upon request.

## **7.0 JOINT RESPONSIBILITIES**

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

7.2 Collaborate on cost effective improvements to the IHSS Program.

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

7.4 County shall invite Contractor to participate in general staff meetings at IHSS offices to provide an overview of services provided by Contractor.



- 7.5 Upon notification from CDSS that they were unable to upload the prospective provider report for the local labor organization to retrieve, the County will upload the prospective provider report onto a SFT server for the Contractor to retrieve. The County will upload the prospective provider report within two business days of notification by CDSS. County shall notify the Contractor's administration in writing that the upload has been completed. Upon written notification from the County, the Contractor shall retrieve the report and transmit it securely to the local labor organization within two business days of notification by the County.
- 7.6 Upon implementation of amendments or addition to federal, State, and local regulations, the Contractor shall negotiate the relevant County business processes with the local labor organization which include but are not limited to the providers' conditions of employment.

## **8.0 LOS ANGELES COUNTY BACK-UP ATTENDANT PROGRAM (LA BUAP)**

### **8.1 OVERVIEW OF THE LA BUAP**

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

### **8.2 PURPOSE OF THE LA BUAP**

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

### **8.3 HOURS OF OPERATION FOR THE LA BUAP**

- 8.3.1 For the purpose of the LA BUAP, the Contractor will be available to receive phone calls from their call center from potential recipients who may need the LA BUAP services during normal business hours

and outside of normal business hours. Normal business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m.

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

#### 8.4 COUNTY FURNISHED ITEMS FOR THE LA BUAP

##### 8.4.1 EQUIPMENT

Contractor shall request access to the County network for newly assigned contract staff within four business days of their assignment by submitting to the CCA the following forms:

- a) Security Agreement, County of Los Angeles Internal Services Department (ISD) Active Directory/Hosted Registration form for Contractor/Vendor.
- b) County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Assets form.

The CCA, or designee, shall submit the request for user access to the ISD within seven business days of receipt of thoroughly completed user access forms from Contractor.

#### 8.5 COUNTY RESPONSIBILITIES FOR THE LA BUAP

##### 8.5.1 RECIPIENT ELIGIBILITY AND AUTHORIZED HOURS FOR LA BUAP SERVICES

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

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

## 8.6 **CONTRACTOR RESPONSIBILITIES FOR THE LA BUAP**

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

- 8.6.1 Contractor shall expand the number of the LA BUAP providers on the listing to meet the needs of the LA BUAP eligible recipients by no less than ten percent each FY.
- 8.6.2 Contractor shall contact the IHSS recipient to verify that the Back-Up provider hours authorized by the registry were worked. Contractor shall verify to the CCPM that the recipient was contacted, and the hours authorized for payment are correct.
- 8.6.3 Contractor shall maintain a LA BUAP provider listing of providers who wish to work as LA BUAP providers.
- 8.6.4 Contractor's registry data will include the geographical areas and times of availability for each of the potential LA BUAP providers.

- 8.6.5 Any LA BUAP listing services or referrals shall be non-exclusive, voluntary, and advisory to IHSS recipients, who shall retain the exclusive rights to hire and fire their Back-Up Attendant providers as described in the IHSS Independent Provider (IP) Mode of service delivery. IHSS recipients can benefit from this program and its differential rate in accordance with the County's policy and procedures.
- 8.6.6 Contractor shall request that registered IHSS LA BUAP providers update their contact information whenever a change occurs.

#### **8.7 RECIPIENT ELIGIBILITY CRITERIA FOR THE LA BUAP**

- 8.7.1 For the purposes of the LA BUAP, IHSS recipients who are authorized 25 hours or more per week of personal care services as determined by the County will be targeted for this program.
- 8.7.2 IHSS recipients must have an immediate and emergent need for LA BUAP services due to the unavailability of the recipient's regular provider(s), the unavailability of any other support services pre-arranged by the recipient, and exhausting all options on their SOC 864 - IHSS Individualized Back Up Plan and Risk Assessment, (SOW, Technical Exhibit 15), pursuant to County requirements as defined in Subsection 8.1, Overview of the BUAP.
- 8.7.3 Contractor shall seek to refer a Back-Up Attendant provider for the minimum number of hours required by the recipient but not to exceed the LA BUAP services cap of 20 hours per month of authorized care. However, this cap may be exceeded on a case-by-case basis under special circumstances, as mutually agreed to by County and Contractor, to allow a recipient to remain safely in her/his home.
- 8.7.4 Contractor shall provide the SOC 426A - IHSS Program Recipient Designation of Provider form as listed in SOW, Technical Exhibit 5A, and the SOC 838 - IHSS Recipient Request for Assignment of Authorized Hours to Providers form as listed in SOW, Technical Exhibit 12, to the recipient to complete on or before backup services are rendered.
- 8.7.5 If the IHSS recipient is repeatedly utilizing the LA BUAP services, the Contractor shall provide the recipient with a registry listing and refer the recipient to the County social worker to find a permanent solution in securing a provider.

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

- 8.8.1 For the purposes of the LA BUAP, IHSS providers must meet the criteria to become a BUAP provider.
- 8.8.2 Contractor shall require Back-Up Attendant providers to:
  - a) Complete a statement of qualifications as to the skills they possess.
  - b) Indicate the times and geographic areas in which they plan to be available to serve as Back-Up Attendants.
  - c) Update their contact information when a change occurs.
- 8.8.3 LA BUAP providers must have the ability to serve recipients with severe disabilities, including skills to perform certain critical tasks, such as bowel and bladder care and the safe transfer or repositioning of recipients with severe disabilities.
- 8.8.4 Contractor shall remind the IHSS providers of the FLSA requirements and the limitations on the number of hours they can work for IHSS recipients to avoid violations.
- 8.8.5 Contractor shall identify qualified Back-Up Attendant providers who can provide prompt and urgent response, and continuity of care to meet the anticipated needs of the particular recipient, (e.g., if the need is for two days, the provider is prepared to serve both days), and has demonstrated responsiveness to previous back-up opportunities.
- 8.8.6 Contractor shall require that Back-Up Attendant providers attend a single session registry information meeting covering their duties and responsibilities, the principles of recipient-directed services and independent living, and the policies and procedures for the LA BUAP.
- 8.8.7 Existing providers already enrolled in the registry (long-term and part-time) may apply for participation in the LA BUAP.
- 8.8.8 The IHSS recipient retains the authority to reject or terminate any Back-Up Attendant provider, and to request another if necessary, and to instruct and direct the performance of all services as described above.

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

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

**8.9 TRAINING FOR THE LA BUAP AS DETERMINED BY THE CONTRACTOR**

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

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

8.9.3 Contractor will provide access to trainings for LA BUAP providers.

8.9.4 Contractor is responsible for ensuring that any registered LA BUAP provider meets all requirements set forth for this program.

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

**8.10 ADMINISTRATIVE RESPONSIBILITIES FOR THE LA BUAP**

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

8.10.1 Develop, maintain, and update written procedures for receiving responding to IHSS recipients of LA BUAP services.

8.10.2 Monitor service delivery to review the progress and effectiveness of the program by conducting telephone interviews and satisfaction surveys with IHSS recipients served by the LA BUAP annually. Surveys shall be retained by Contractor and available for inspection by the County during monitoring.

8.10.3 Monitor and evaluate the quality of service available for the LA BUAP annually to determine the feasibility and appropriateness of the program with respect to the extent of need, nature, manner, duration, quality of service, and cost. That evaluation will involve collection of data, and consultations with IHSS recipients, Contractor staff, and County during contract monitoring review.

#### **8.11 CONTRACTOR REPORTING RESPONSIBILITIES FOR THE LA BUAP**

8.11.1 Contractor shall complete and provide to the CCA reports as required by County regarding the LA BUAP.

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

#### **8.12 JOINT RESPONSIBILITIES FOR THE LA BUAP**

8.12.1 County and Contractor shall collaborate on the development of appropriate referral criteria for individuals to be served. The targeted population to be served by the LA BUAP is IHSS recipients who receive 25 or more personal care hours per week.

8.12.2 Contractor shall review, at least annually, the number of recipients served and the usage patterns as part of the monitoring process. As to the recipients who are making frequent use of the program, consideration will be given to strategies to assist the recipients in establishing alternative solutions, (e.g., assist the recipient in seeking DPSS review of her/his number of authorized hours or assist the recipient in the use of the PASC Registry to locate more reliable permanent providers). County or Contractor may also examine patterns of use and modify the LA BUAP accordingly.

### 8.13 SERVICES TO BE PROVIDED BY THE LA BUAP

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

8.13.1 The type of services that are to be provided under the LA BUAP may include, but are not limited to, the following:

- a) Assistance with ambulation
- b) Bathing, oral hygiene and grooming
- c) Dressing
- d) Care and assistance with prosthetic devices
- e) Bowel, bladder, and menstrual care
- f) Repositioning, skin care, range of motion exercises, and transfers
- g) Feeding and assurance of adequate fluid intake
- h) Assistance with recipient's self-administration of respiration equipment
- i) Paramedical Services authorized by the County (as documented in IHSS case record and SOC 321 – (Request for Order and Consent - Paramedical Services) signed by physician and recipient that may include, but are not limited to the following:
  - 1) Suctioning
  - 2) Manual Coughing
  - 3) Diabetic Testing
  - 4) Colostomy Irrigation
  - 5) Enemas
  - 6) Suppository Insertion
  - 7) Manual Bowel Evacuation
  - 8) Urinary Catheter Insertion/Care
  - 9) Tube Feeding

### 8.14 PROGRAM ENROLLMENT PROCESS FOR THE LA BUAP

8.14.1 For the purpose of the LA BUAP, IHSS recipients who meet the requirement will be automatically eligible to receive LA BUAP services.

8.14.2 By pre-enrolling IHSS recipients, Contractor will have the necessary information on file so that referrals can be made quickly and efficiently. For those recipients who choose not to pre-enroll, Contractor will acquire their enrollment data by telephone as required by the program.



- 8.14.3 The application shall contain recipient's information, including name, address, phone number, monthly IHSS service hours and a description of their needs.
- 8.14.4 Contractor shall determine recipient eligibility to LA BUAP services based on CMIPS II data and work in collaboration with the County to determine recipient's eligibility to the LA BUAP, when necessary.
- 8.14.5 In the event that Contractor staff does not have the capability to communicate with recipients in certain languages, Contractor will promptly arrange for interpreter services as outlined in the SOW, Paragraph 4.2.3.

**8.15 REFERRAL PROCESS FOR THE LA BUAP**

- 8.15.1 For the purpose of the LA BUAP, Contractor shall utilize its data in order to match a recipient with a suitable Back-Up Attendant provider referral. The language needs of the recipient and the potential Back-Up Attendant will be considered.
- 8.15.2 When the Back-Up Attendant provider arrives at the recipient's home, the recipient will discuss his/her needs with the Back-Up Attendant provider and direct him/her in the completion of the required tasks, pursuant to the IP Mode and services authorized under the IHSS Program.

**8.16 CONTRACTOR TRAINING FOR THE LA BUAP STAFF**

- 8.16.1 Contractor staff working on the LA BUAP referrals will be trained on the Contractor's mission, the LA BUAP's policies and procedures, the IHSS program, and other related topics in order to operate the LA BUAP effectively and efficiently.
- 8.16.2 Contractor shall provide training to all staff with regard to reporting any suspected elder and dependent adult abuse and/or neglect pursuant to applicable law. Suspected incidents of abuse will immediately be reported to APS within 24 hours as required by law.
  - 8.16.2.1 Contractor shall train its Back-Up Attendant staff regarding confidentiality compliance in accordance to the provisions of W&IC Section 10850 and Division 19 of the CDSS Manual of Policies and Procedures.
  - 8.16.2.2 All applications and records made or kept by the registry relating to any form of public social services such as the LA BUAP from which funding is received from the state

and federal government will be kept confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

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

## 8.17 OUTREACH AND MARKETING FOR THE LA BUAP

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

8.17.1.1 Mail and/or email information to eligible IHSS recipients and place notices in the PASC bulletins to inform eligible recipients on how and when to use the Back-Up Attendant services.

8.17.1.2 Contractor shall conduct informational meetings regarding the LA BUAP for County and CBOs that work closely with recipients.

8.17.1.3 Contractor shall develop informational material describing the registry services and the LA BUAP. The material shall be provided to the County. This material will be provided to IHSS social worker staff and appropriate CBOs in order to inform eligible IHSS recipients about this service.

## 9.0 STATEWIDE BACK-UP PROVIDER SYSTEM

### 9.1 OVERVIEW

Assembly Bill 135, signed on July 16, 2021, added W&IC section 12300.5 allowing CDSS and stakeholders to create the framework for a permanent Statewide BUPS. Senate Bill (SB) 187 (Chapter 50, Statutes of 2022), signed on June 30, 2022, added W&IC section 12300.6, which establishes the framework for a permanent BUPS for IHSS and Waiver Personal Care Services (WPCS), effective October 1, 2022. SB 187, W&IC section 12300.6 mandates that counties and public authorities establish a list of enrolled IHSS/WPCS providers who can provide emergency back-up

services for recipients whose regular providers are unable to provide their IHSS or WPCS.

## **9.2 PURPOSE**

To establish a registry to address the urgent needs of IHSS recipients requiring a back-up provider if they have a need for back-up supportive services related to personal care services that cannot be met by an existing provider or the urgent need cannot be met because the recipient is transitioning to home-based care and does not yet have an identified provider.

## **9.3 HOURS OF OPERATION**

The hours of operation will be the same as defined in the SOW, Subsection 1.3, Hours of Operation/Holidays.

## **9.4 COUNTY RESPONSIBILITIES**

Pursuant to W&IC, including sections 12300.4, 12300.6, 12301.1, 12301.6, and 12302.25 thereof, the County shall:

### **9.4.1 Recipient Eligibility and Authorized Hours**

9.4.1.1 Determine recipient eligibility for IHSS and the number of authorized IHSS hours, as defined in the SOW, Section 5.0, County Responsibilities.

9.4.1.2 Assist IHSS recipients in determining when it is necessary to request an exception to make an adjustment to the recipient's provider(s)'s weekly work schedule.

9.4.1.2.1 The IHSS recipient is responsible for ensuring that the overall authorized hours for the month are not exceeded and that all hours paid are worked.

9.4.1.2.2 Any registry service or referral shall be non-exclusive, voluntary, and advisory as to recipients, who shall have the exclusive right to hire and fire their own provider(s).

9.4.1.3 Inform the recipient requesting a State BUPS provider, they are eligible to 80 State BUPS hours in a FY. If the recipient exceeds 80 State BUPS hours, they will be responsible to pay the State BUPS provider at the

differential rate. Severely Impaired (SI) recipients are eligible for additional State BUPS hours, when funding is available, but cannot exceed 160 hours in a FY.

9.4.1.4 Generate through CMIPS II, electronic/telephonic timesheets and enter all data necessary to secure proper payment for the provider.

9.4.1.5 Maintain the necessary records as required by CDSS.

9.4.1.6 Continue to provide the Contractor with limited access to the State's CMIPS II system through the County's computer application using the internet through VPN technology for the purpose of verifying State BUPS requirements in CMIPS II for IHSS recipients.

9.4.1.7 Confirm with CDSS at the beginning of each FY, the available funding to allow the number of exception hours available to SI recipients.

9.4.1.7.1 County shall notify the Contractor of available exception State BUPS hours in the FY for SI recipients within 30 days of receiving CDSS confirmation.

9.4.2 Provider Eligibility and Information

9.4.2.1 Apply provider eligibility for IHSS providers as defined in the SOW, Section 5.0, County Responsibilities, Subsection, 5.2, Provider Information.

**9.5 CONTRACTOR RESPONSIBILITIES FOR STATE BUPS**

9.5.1 Contractor shall perform the following services for the Registry:

9.5.1.1 Establish and maintain a State BUPS registry of providers who are able and available to provide emergency back-up services to IHSS recipients seeking a provider on an urgent temporary need.

9.5.1.1.1 Inform the recipient requesting a State BUPS provider, they are eligible to 80 State BUPS hours in a FY. If the recipient exceeds 80 State BUPS hours, they will be responsible to pay the State BUPS provider at the differential rate. SI recipients are eligible for

additional State BUPS hours, when funding is available, but cannot exceed 160 hours in a FY.

- 9.5.1.1.2 Make appropriate referrals to meet recipient's needs as outlined in the SOW, Paragraphs 9.5.2 and 9.5.3.
- 9.5.1.1.3 As part of the referral, advise the State BUPS provider of the differential wage rate as established by W&IC section 12300.6.
- 9.5.1.1.4 Any State BUPS listing shall be non-exclusive, voluntary, and advisory to IHSS recipient, who shall retain the exclusive rights to hire and fire the State BUPS provider as described in the IHSS IP Mode of service delivery.
- 9.5.1.2 Provide a same day registry application process for recipients who are requesting State BUPS services and are not part of a current PASC registry.
- 9.5.1.3 Review the CMIPS II system for the number of State BUPS hours the recipient has remaining to ensure the request does not exceed the FY service cap.
  - 9.5.1.3.1 The State BUPS request cannot exceed the services cap of 80 hours for non-SI recipients in a FY.
  - 9.5.1.3.2 State BUPS requests cannot exceed the exception services cap of 160 hours for SI recipients in a FY when funding is available.
- 9.5.1.4 Remind recipients to not hire the State BUPS provider on the ESP to avoid a delay in the differential wage rate payment.
- 9.5.1.5 Refer the State BUPS provider for the minimum number of hours required by the recipient, but not to exceed the State BUPS services cap of 80 hours for non-SI recipients and 160 hours when funding is available for SI recipients in a FY.

9.5.1.6 Assist recipients requesting State BUPS services with hiring a permanent provider to avoid exhausting State BUPS hours.

9.5.1.7 Offer access to training for recipients and providers as defined in the SOW, Subsection 6.3, Training.

9.5.2 Recipient Eligibility Criteria:

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

9.5.2.2 Contractor shall ensure the IHSS recipient is eligible for temporary State BUPS services if:

9.5.2.2.1 The recipient has an urgent need for back-up supportive services due to a need for personal care services that cannot be met by an existing provider, the need cannot be postponed until the provider is available to provide the need, or because they are transitioning to home-based care and do not yet have an identified provider.

a) IHSS recipients with needs that can be met by one or more existing providers must be referred to the County to determine eligibility to an exception and review of the FLSA rules.

9.5.2.3 Contractor shall provide the SOC 426A, IHSS Program Recipient Designation of Provider form (Technical Exhibit 5A), and the SOC 838, IHSS Recipient Request for Assignment of Authorized Hours to Providers form (Technical Exhibit 12), to the recipient and inform them they must complete and return the SOC 426A (Technical Exhibit 5A) and the SOC 838 (Technical Exhibit 12) for the State BUPS provider's timesheet (electronically or telephonically) to be generated for payment.

- 9.5.3 IHSS Recipients Transitioning to Home-Based Care Eligibility Criteria
  - 9.5.3.1 Contractor shall inform the recipient and/or authorized representative that State BUPS is for temporary assistance which has a maximum usage per FY.
  - 9.5.3.2 Contractor shall evaluate all requests from IHSS recipients transitioning to home-based care as follows:
    - 9.5.3.2.1 Confirm how much urgent care the recipient would need upon transition.
    - 9.5.3.2.2 Account for other resources and services that are in place (e.g., case management, Home & Community Based Alternatives Waiver Services, and Medi-Cal Managed Care Plan Services, such as Enhanced Care Management).
    - 9.5.3.2.3 Determine whether or not the recipient would have difficulty managing a provider from the State BUPS with whom the recipient is not acquainted with and would be able to manage the State BUPS provider without the assistance of an authorized representative if no authorized representative is available.
    - 9.5.3.2.4 Inform the IHSS recipient and/or authorized representative that State BUPS is for temporary assistance which has a maximum usage per FY.
  - 9.5.3.3 Contractor shall provide the SOC 426A (Technical Exhibit 5A) and the SOC 838 (Technical Exhibit 12) to the recipient and inform them they must complete and return the SOC 426A (Technical Exhibit 5A) and the SOC 838 (Technical Exhibit 12) for the BUPS provider's timesheet (electronically or telephonically) to be generated for payment.
  - 9.5.3.4 Contractor shall work with transitioning recipients to establish a permanent provider as soon as possible to avoid exceeding available State BUPS hours for the FY.

#### 9.5.4 Provider Eligibility Criteria

- 9.5.4.1 Provider eligibility for the State BUPS registry will be the same as defined in the SOW, Paragraph 6.2.3, Provider Eligibility Criteria for the Registry.
- 9.5.4.2 Providers with a Tier 2 criminal conviction will not be eligible to be on the State BUPS provider registry due to the requirements in W&IC section 12300.6(e)(1).
- 9.5.4.3 Contractor shall make reasonable efforts to update the registered State BUPS provider's contact information at every point of contact, to maintain a viable State BUPS registry for urgent requests.
- 9.5.4.4 State BUPS registry will include the geographical areas and times of availability for all providers on the State BUPS registry.
- 9.5.4.5 Once approved for the registry, the State BUPS providers will be informed of trainings that are available.
- 9.5.4.6 Contractor will obtain verbal consent from State BUPS provider agreeing and acknowledging that if PASC attempts to contact the provider and no contact is made with PASC in 30 days, the provider will be removed from the State BUPS registry and PASC will not refer the provider for a State BUPS assignment.

#### 9.5.5 Referral Process for State BUPS

- 9.5.5.1 Contractor shall review CMIPS II and determine if the recipient requesting an urgent back-up provider meets the eligibility criteria for the LA BUAP referral as defined in SOW, Section 8.0.
  - a) If the recipient is eligible to a LA BUAP referral, initiate a LA BUAP request, in accordance with SOW, Section 8.0.
  - b) If the recipient is not eligible to a LA BUAP referral, proceed with a State BUPS request.
- 9.5.5.2 Contractor shall make every effort to send referrals of IHSS providers to recipients for consideration of employment the same day of the recipient's request, if



such request is made during operating hours, and if a provider is available.

- 9.5.5.3 Contractor shall only send recipients referrals for IHSS providers who have completed and passed the provider enrollment requirements and are active providers.
  - 9.5.5.4 Contractor shall utilize its registry to send a list of ready to work providers in the recipient's SPA.
  - 9.5.5.5 Contractor shall complete the State BUPS Referral form (Technical Exhibit 17) to ensure State BUPS hour availability.
  - 9.5.5.6 Contractor shall contact the IHSS recipient to verify that the State BUPS provider hours authorized by the registry were worked. The Contractor shall verify to the CCPM that the recipient was contacted, and the hours authorized for payment are correct.
  - 9.5.5.7 Contractor shall submit a completed State BUPS referral to the CCPM, for CMIPS II processing.
- 9.5.6 Administrative Responsibilities for State BUPS
- 9.5.6.1 Contractor shall develop and maintain written procedures for resolving registry services inquiries. The Contractor shall provide a copy of the procedures to the CCPM with a copy to the CCA.
  - 9.5.6.2 Contractor shall develop a method to evaluate and monitor the service quality of the State BUPS registry, including, but not limited to, collecting data and consulting with IHSS recipients, Contractor staff and the County.
    - 9.5.6.2.1 The review should have quantifiable measures to ensure consistency among each review and shall be conducted no less than annually. The results of the review shall be available for inspection by the County.
  - 9.5.6.3 Contractor shall provide a quarterly report to the County detailing the total number of ineligible providers removed from the Contractor's State BUPS registry.

### 9.5.7 Reporting Responsibilities for State BUPS

9.5.7.1 Contractor shall provide all administrative services necessary to perform the requirements specified in SOW, Subsection 6.6, Reporting Responsibilities.

## 10.0 ENROLLMENT REQUIREMENTS FOR IHSS PROVIDERS

### 10.1 OVERVIEW

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

ABX4 4 amended W&IC Section 12305.81 to require that the SOC 426, Provider Enrollment Form (Technical Exhibit 5) be submitted to the county by all providers in person.

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

1. Pursuant to W&IC Section 12301.6 and 12305.86, submit fingerprints and undergo and pass a CBC;
2. Pursuant to W&IC Section 12301.24, attend a provider orientation to obtain information about IHSS rules and requirements for being a provider; and
3. Pursuant to W&IC Section 12301.24, complete and sign the SOC 426 Provider Enrollment Form (Technical Exhibit 5) and sign the SOC 846, Provider Enrollment Agreement (Technical Exhibit 6) stating that they understand and agree to the rules and requirements for being a provider under the IHSS Program.
4. AB1612 (Chapter 725) has expanded the provider enrollment requirements effective February 1, 2011 as follows:
  - a) Adds Tier 2 exclusionary crimes to the existing disqualifying crimes list, SOC 858B, Notice to Provider of Provider Ineligibility Tier 2 Crimes Ineligibility – Subsequent Conviction (Technical Exhibit 11);
  - b) Requires that counties share the Criminal Offender Record Information (CORI) results with other counties, if the provider moves outside of the county; and

c) Retains CORI results for ten years.

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

## **10.2 COUNTY RESPONSIBILITIES FOR THE ENROLLMENT REQUIREMENTS FOR IHSS PROVIDERS**

Pursuant to the W&IC, including Sections 12300.4, 12301.24, 12301.6, 12302.25 and 12305.86, thereof, County shall:

- 10.2.1 Continue to provide Contractor limited access to state CMIPS II system through County’s computer application using the internet through VPN technology for the purpose of the new enrollment requirements for IHSS providers.
- 10.2.2 Continue to handle the new enrollment and agreement process for IHSS providers, including notifications; initial and follow-up contact procedures; distribution, collection, and retention of the requisite documentations.
- 10.2.3 County shall input CBC results (i.e., failed or cleared) in CMIPS II within three business days of receipt.
- 10.2.4 County shall mail the IHSS Notice of Provider Eligibility (SOC 848) as soon as provider becomes eligible to work.
- 10.2.5 Provide CBC packets to applicant providers, who attend an in-person or modified from in-person IHSS orientation.
- 10.2.6 Refer GAIN-START participants, by job category, to Contractor to be considered for employment.
- 10.2.7 County will query CMIPS II at least annually for providers who have had no payroll activity for the last nine months or less. County and Contractor shall coordinate efforts to enable Contractor to outreach to these providers for purposes of the registry.
- 10.2.8 County shall provide Contractor with a Provider NLI list.

### **10.3 CONTRACTOR RESPONSIBILITIES FOR THE ENROLLMENT REQUIREMENTS FOR IHSS PROVIDERS**

Contractor shall:

- 10.3.1 Operate a dedicated toll-free telephone number to assist providers with the enrollment requirements that fall within Contractor's responsibility as provided herein, consisting of coordinating and processing CBC matters for applicant/prospective providers and assisting the County in CBC matters. The Contractor's toll-free telephone number shall be operational Monday through Friday, excluding County holidays, from 8:00 a.m. to 5:00 p.m.
- 10.3.2 Hire required personnel and maintain those personnel classifications to assist with the CBC responsibilities required of Contractor as specified.
- 10.3.3 Train Contractor personnel performing services under this Contract regarding the enrollment requirements for IHSS providers to the limited extent required by this Contract.
- 10.3.4 Contractor shall investigate the qualifications and background of potential providers listed on the registry including local summary criminal history information or other criminal record or DOJ record which Contractor is authorized to access.
- 10.3.5 Contractor shall review CORI received from the DOJ for IHSS provider applicants. The CORI is generated after an applicant/prospective provider has submitted his/her fingerprints electronically for CBC.
- 10.3.6 The only crimes for which applicant providers can be denied eligibility are those specifically set forth in W&IC sections 12305.81 and 12305.87. These crimes are the same for both registry and non-registry providers. Individual counties and Public Authorities (PAs) may only deny eligibility for those crimes that fall under the scope of either of the code sections listed above. W&IC section 12305.87 (d)(1) requires that the counties and PAs allow those recipients who wish to hire a provider with a criminal conviction which would disqualify that person under W&IC section 12305.87, to sign and submit an individual waiver to allow that person to work for him or her.
- 10.3.7 Assume full responsibility for mailing, emailing or faxing a CBC packet to any applicant/prospective provider who contacts the Contractor for that purpose and supply the County with CBC packets.

- 10.3.8 Provide the CBC packets in electronic format on their website for applicant/prospective providers to obtain.
- 10.3.9 Provide CCPM with a list of IHSS providers who pass CBC results within two business days of Contractor determination. The list shall include the provider's identifying information (name, DOB, truncated SSN, gender, mailing address, telephone number and language, when available).
- 10.3.10 Provide the County CBC packets, in all of the requested threshold languages, on a continuous basis, within ten business days of receipt of the County form, IHSS District Office Request for CBC Packets and PASC Informational Handouts (CBC1001).
- 10.3.11 Provide CCPM with a list of providers who failed a CBC. The list shall differentiate between Tier 1 and Tier 2 crimes. The list should include the individual's first name, middle initial, if applicable, last name, address, social security number, phone number, type of crime, termination reason, CORI date, and conviction date.

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

- IHSS Notice to Applicant Provider of Provider Ineligibility Tier 1 Crimes (SOC 852) (Technical Exhibit 7)
  - IHSS Notice to Applicant Provider of Provider Ineligibility Tier 2 Crimes (SOC 852A) (Technical Exhibit 8)
  - To Request Appeal of Provider Enrollment Denial Form (SOC 856) (Technical Exhibit 9)
  - IHSS Notice to Provider of Provider Ineligibility Tier 1 Crimes Ineligibility – Subsequent Conviction (SOC 858A) (Technical Exhibit 10)
  - IHSS Notice to Provider of Provider Ineligibility Tier 2 Crimes Ineligibility – Subsequent Conviction (SOC 858B) (Technical Exhibit 11)
  - IHSS Applicant Provider Request for General Exception (SOC 863) (Technical Exhibit 13)
- 10.3.12 Review and process all disqualifying CBCs and subsequent conviction notifications, obtained from the DOJ for providers.
- 10.3.13 Notify the CCPM of the provider's CBC disqualification within three business days of determination, by providing the County with a copy of the following forms:

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

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

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

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

10.3.15 Retain the CORI results in an electronic format for ten years.

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

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

10.3.17 Following notification from the County of the NLI list referenced in subsection 10.2.8, Contractor shall notify the DOJ of the names provided by the County on the NLI list via the BCIA 8302, No Longer Interested (NLI) Notification form or by alternative means approved by the DOJ.

## **11.0 LITIGATION**

11.1 Contractor shall notify the CCA and the CCPM in writing of pending litigation on any case, within ten calendar days of being notified of pending litigation.

11.2 County shall notify the Contractor in writing of pending litigation on any case related to this Contract or the Contractor within ten calendar days of being notified of pending litigation.

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

## **12.0 AD HOC REPORTS**

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

## **13.0 FRAUD REFERRALS**

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations. Information can be found online at <https://dpss.lacounty.gov/en/resources/wfpi.html>. The Contractor shall report the number of fraud referrals submitted on the MMR.

### **13.1 COUNTY RECEIVED COMPLAINTS**

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

### **13.2 CONTRACTOR RECEIVED COMPLAINTS**

13.2.1 Contractor shall maintain a Monthly Complaint Log (Technical Exhibit 4), of all complaints received. The log shall include all complaints about providers, Contractor, or other aspects of the program.

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

## **14.0 CUSTOMER SERVICE**

### **14.1 CUSTOMER SERVICE PROGRAM**

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

### **14.2 CUSTOMER SERVICE MONITORING**

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

## **15.0 CIVIL RIGHTS COMPLAINTS PROCEDURE**

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

- 15.1 Ensure public contact staff attend the bi-annual mandatory Civil Rights training provided by DPSS.
- 15.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to all IHSS services.
- 15.3 Develop and operate procedures for receiving, investigating, and responding to civil rights complaints as follows:
  - 15.3.1 Contractor must provide and assist IHSS recipients and providers with completing a PA 607, Exhibit J, Complaint of Discriminatory Treatment, in the participants' primary language.
  - 15.3.2 Contractor must maintain a log of civil rights complaints.
  - 15.3.3 Contractor's Contract Manager (CCM) will act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and the County's Civil Rights Section (CRS).
  - 15.3.4 All CCM/CRLs must forward all completed PA 607s to the CCA within two business days.



15.3.5 CCM/CRLs should not attempt to investigate Civil Right complaints. Investigations are handled by CRS.

## **16.0 GREEN INITIATIVES**

16.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

16.2 Contractor shall notify CCA of Contractor's green initiatives within 30 days of the contract effective date or the implementation of new initiatives.

## **17.0 FEDERAL/STATE AND COUNTY DECLARED EMERGENCIES**

Contingency plans must be put in place to prepare for any declared emergency. Contractor shall ensure services for the IHSS recipients during a declared emergency are provided without disruption and are in accordance with mandated federal, State and County requirements.

17.1 Contractor shall develop and maintain operational procedures for disseminating information to recipients and providers in the registry for the following:

17.1.1 Informational notices regarding enacted emergencies by federal, State and/or County must be mailed, emailed, or included on Contractor's website.

17.1.2 To inform registry participants of resources available for assistance and include them on Contractor's website.

17.1.3 Inform registry participants of the availability of Essential Protective Gear (EPG):

17.1.3.1 Distribute EPG that County and state has made available to active IHSS recipients and providers, upon their request; maintain a distribution log including recipient/provider's identification, items distributed, date items were distributed.

17.1.3.2 The County shall reimburse the Contractor for the administrative cost of EPG distribution, contingent on the availability of state funding.

## **PERFORMANCE REQUIREMENTS SUMMARY**

### **1.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

#### **1.1 INTRODUCTION**

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

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

Because the provision of registry services and training for IHSS recipients and providers is critical to the mission of DPSS, the County expects a high standard of performance by Contractor. DPSS will work with Contractor to resolve any areas of concern brought to the attention of the CCA by Contractor before the deviation from AQL should occur. However, it is Contractor's responsibility to provide the services set forth in the SOW and summarized in this PRS and monitor them as described in Exhibit A, Technical Exhibit 1, PRS, Subsection 1.3 Monitoring.

#### **1.2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

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

In summary, the PRS chart outlines the following:

1.2.1 Required Service: The contract requirements and performance measures considered most critical to acceptable contract performance.

- 1.2.2 Standard of Performance: The standard level of service Contractor is to perform for each required service and performance measure.
- 1.2.3 Monitoring Methods: The monitoring methods the County will use to evaluate Contractor's performance in meeting the contract requirements.
- 1.2.4 Acceptable Quality Level (AQL): The minimum performance percent that can be accepted and still meet the Contract Standard for satisfactory performance.
- 1.2.5 Financial Deductions for Not Meeting AQL: The liquidated damages which can be deducted from the contract payment for unacceptable performance for not meeting the AQL as outlined in Exhibit A, Technical Exhibit 1, PRS, Subsection 1.7, Determination of Financial Deductions.

### **1.3 MONITORING**

The County shall complete no less than annual monitoring reviews but may monitor more frequently at County's sole discretion. The Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. Contractor's failure to provide any requested information, case files and appropriate documents at any time may result in a contract discrepancy finding.

The County shall make every effort possible to minimize any adverse impacts monitoring may have on service delivery, and to the extent possible, will give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

### **1.4 CONTRACT DISCREPANCY REPORT (CDR)**

When discrepancies are found during monitoring, a CDR (Technical Exhibit 3), may be issued according to the following procedures:

- 1.4.1. When a discrepancy is identified, a written notification of the discrepancy will be made to the CCM or alternate as soon as possible. When possible, the problem shall be immediately resolved by the CCM. If the discrepancy was able to be immediately resolved, the CCA will determine whether a CDR will be issued.
- 1.4.2. If a CDR is issued, it will be mailed, emailed or hand carried, at the CCA's discretion, to the CCM or alternate.
- 1.4.3. Upon receipt of a CDR, Contractor is required to respond in writing to the CCA within five business days acknowledging the reported

discrepancies, presenting contrary evidence or an explanation(s) for the discrepancy, and presenting a plan for immediate corrective action of all failures of performance identified within ten business days. The CCA and/or Contractor may reasonably extend the deadlines when there are extenuating circumstances.

- 1.4.4. The CCA will evaluate Contractor's explanation on the CDR. If the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, then the CCA may decline to either count the performance as unsatisfactory or assess any remedies for unsatisfactory performance.

## **1.5 REMEDY OF DEFECTS**

- 1.5.1 Regardless of findings of errors for not meeting the AQL or other unsatisfactory performance, Contractor must, within a reasonable time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.
- 1.5.2 When errors are detected, the CDR shall cite the reason for the error, indicate the violated contract section as referenced on the PRS chart, and indicate the timeframe for correcting the errors.
- 1.5.3 Contractor shall review the errors cited, provide proof of corrective measures taken and provide attached supporting documentation by the due date specified.
- 1.5.4 Contractor deficiencies which the County determines are severe or recurring and that may place performance of the contract in jeopardy, if not corrected, may be reported to the CEO and Board of Supervisors.

## **1.6 CORRECTIVE ACTION PLAN (CAP)**

When Contractor's performance falls below the AQL listed in the PRS, Contractor shall provide County with a CAP, with the CDR referenced in Exhibit A, Technical Exhibit 1, PRS, Subsections 1.4 and 1.5 above.

The CAP shall identify the root cause of the discrepancy and include a description of what actions Contractor has taken, or will take, to meet contract requirement(s); how recurrence of the problem will be prevented; and a date as to when the corrective action will be implemented. Contractor is also required to provide proof that the corrective action was fully implemented and, if requested, provide periodic updates on the effectiveness of the corrective action.

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
1	Contract, Section 5.0 – Fiscal Provision, subsection, 5.6 – IHSS Provider Health Benefits, subparagraph 5.6.3 & 5.6.4	Contractor will submit an electronic file to the CCA and L.A. Care Health Plan JPA by the 22 <sup>nd</sup> of each month of all Eligible IHSS Providers enrolled in the Health Care Plan for the following month of service (e.g., the file received on March 22 <sup>nd</sup> shall contain all IHSS providers enrolled in the Health Care Plan for April).  Contractor shall provide an invoice, based on the number of Eligible Enrolled IHSS Providers and Enrolled IHSS Workers, to the County no later than two business days after the submission of the enrollment file to L.A. Care Health Plan JPA.	Review of reports received by DPSS	80%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
2	Contract, Section 5.0 – Fiscal Provision, subsection, 5.10 – Invoices and Payments, subparagraph 5.10.4	Contractor shall submit the monthly invoices and supporting documentation, which may include, but is not limited to, receipts, at the request of the CCA or an alternate, to the County by the 15th calendar day of the month following the month of service, except for the invoices for Health Care Capitation Payments detailed in paragraph 5.10.5. Failure to submit timely and accurate monthly invoices will result in delay of payment.	Review of Monthly Invoices	80%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
3	Contract, Section 5.0 – Fiscal Provision, subsection, 5.11 - Quarterly Reconciliation Invoices, subparagraph 5.11.1	Contractor shall submit an original reconciliation invoice to the CCA within 30 calendar days following the end of each quarterly reconciliation period. The reconciliation invoice shall detail actual cost expenditures of Contractor for the prior contract quarter. The first reconciliation invoice for this Contract shall cover the first three-month period of contract services.	Review of Quarterly Reconciliation Invoices	50%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
4	Contract, Section 7.0 – Administration of Contract – Contractor, subsection, 7.3 Contractor’s Contract Manager	Contractor’s Contract Manager, or alternate designated in writing to act on Contractor’s behalf, shall respond within 48 hours of routine written notices or inquiries from the CCA, CCPM or alternate, excluding weekends and holidays. The County retains the right to request response from the Contract Manager within 24 hours of written notice of complaints or other urgent matters.	DPSS Staff Interviews	80%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
5	Contract, Section 7.0 – Administration of Contract – Contractor, Contract Section 7.8, Background and Security Investigations, subparagraph 7.8.1	Each of Contractor’s staff performing services under this Contract shall undergo and pass a background investigation as a condition of beginning and continuing to perform services under 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 shall include, but not limited to, criminal conviction information.	Review of personnel records	100%	<b>Issue CDR for each employee that (a) was not properly submitted to the DOJ for background clearance, or (b) did not pass the background investigation. Complete and Implement</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
					<b>Corrective Action Plan</b>
6	Contract Section 8.0 – Standard Terms and Conditions, subsection 8.5, Complaints	<p>Within 15 business days after the Contract effective date, Contractor shall provide the County with Contractor’s policy for receiving, investigating, and responding to user complaints.</p> <p>Contractor shall preliminarily investigate all complaints and notify the CCPM of the status of the investigation within five business days of receiving the complaint.</p> <p>Contractor shall submit a report on the total number of County-initiated, as well as complaints received directly by Contractor, along with the status of the complaints investigations, on its MMR.</p> <p>Copies of all written responses sent to the complainant shall also be sent to the CCPM within five business days of mailing to the complainant.</p>	Record review	100%	<p><b>Issue CDR for untimely submission of complaint policy,</b></p> <p><b>(b) untimely or failure to report complaints to CCPM or on MMR,</b></p> <p><b>or (c) failure or untimely submission of written response to complainant to CCPM.</b></p> <p><b>Complete and Implement Corrective Action Plan</b></p>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>Service Category</b>	<b>Required Service (a)</b>	<b>Standard of Performance (b)</b>	<b>Monitoring Methods (c)</b>	<b>Acceptable Quality Level (AQL) (d)</b>	<b>Action Required for Not Meeting AQL (e)</b>
<b>7</b>	SOW, Section 4.0 - Contractor Furnished Items, Subsection 4.2 - Staffing, subparagraph 4.2.1 & 4.2.2	Provide to the CCA at the start of the contract and within ten calendar days when there are staffing changes, a roster of all supervisory, administrative, direct labor personnel, including bilingual personnel, to accomplish all work required by this Contract. The roster shall include names, duties, salary, telephone numbers, email addresses and languages spoken.  All staff timecards and records should be available for review at any time.	Record Review	95%	<b>Issue CDR for each occurrence (a) failure or untimely notification of new staff, or (b) unavailability of timecards for review.  Complete and Implement Corrective Action Plan</b>
<b>8</b>	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.2 - Registry, subparagraph 6.2.1.2	Contractor shall ensure that the registry call center is equipped with enough staff to ensure that 75% of all calls received are answered.	Review of reports provided by PASC	75%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>9</b>	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.2 - Registry, subparagraph 6.2.1.3	Contractor shall provide performance data on the number of calls answered, calls not answered, and sent to voice mail on the MMR	Review of MMRs	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>10</b>	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.2 - Registry	Contractor shall establish and provide a registry of available providers to IHSS recipients for consideration of employment Contractor shall ensure potential providers listed on the registry have completed and passed a CBC.	Review of database registry information  List of names added from previous six months  Review of complaint logs	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>



**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
11	SOW. Section 6.0 - Contractor Responsibilities, Subsection 6.2, Registry, Subparagraphs 6.2.3.2 & 6.2.3.4	<p>Contractor shall request that newly registered IHSS providers to update their contact information monthly, or whenever a change occurs.</p> <p>In an attempt to improve the quality of the registry and evaluate whether referrals are meeting IHSS recipient needs, Contractor Annual HOMCare Registry Review.. Contractor shall provide a copy of the annual review to the CCA and CCPM no later than July 30<sup>th</sup> of each FY</p>	<p>Review of database registry information</p> <p>Record review</p>	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
12	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.2 – Registry, subparagraph 6.2.4.2	Contractor shall Increase the number of new approved providers by ten percent from the previous FY. The Contractor shall provide a report to the CCPM, with a copy to the CCA, 30 days after the FY ends.	Review of database registry information	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
13	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.2 – Registry, subparagraph 6.2.4.3 & 6.2.4.4	<p>Contractor shall conduct an annual random survey of 20% of IHSS recipients who received a registry list to determine the percentage of matches made. Contractor will provide results of annual registry survey to the CCPM, with a copy to CCA 30 days after the conclusion of the survey.</p> <p>Contractor shall develop a method to evaluate and monitor the service quality of the registry, including but not limited to collecting data and consulting with IHSS recipients, Contractor staff and the</p>	Review of contractor records and submissions.	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
		County. The review should have quantifiable measures to ensure consistency among each review and shall be conducted no less than annually. The results of the review shall be available for inspection by the County during contract monitoring.			
14	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.2 – Registry, subparagraph 6.2.7	Contractor shall develop informational material describing the registry services. The material shall be provided to the IHSS social worker staff and appropriate CBOs to inform eligible IHSS recipients about the registry services.  Contractor shall provide information on Contractor website for IHSS recipients and providers on the registry application process.  Contractor shall provide an online paperless, application process for IHSS recipients and providers to apply for registry services electronically.	Review of contractor records, website, and submissions to DPSS	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
15	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.3 - Training, subparagraph 6.3.2	Contractor shall provide access to training for both providers and recipients. Contractor, whenever possible, will provide access to training in all eight SPAs areas, either in person or using alternative methods (e.g. Tele Forums ).	Record review	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
16	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.4 - Health Benefits, subparagraph 6.4.1 & 6.4.2	<p>Contractor reviews the qualifications for each provider. Contractor shall determine whether each provider is eligible for health benefits.</p> <p>Contractor shall notify eligible providers of the availability of health benefits within 30 days of their eligibility date via a notice of eligibility. Contractor shall retain confirmation of eligibility notices having been sent.</p>	Record review	95%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
17	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.4 - Health Benefits, subparagraphs 6.4.4 & 6.4.5	<p>Contractor shall submit an electronic file that reflects the number of enrollees who paid the required monthly co-payment from eligible enrolled IHSS providers and reconcile this amount with the number of eligible enrolled IHSS providers covered in the contract between County and L.A. Care Health Plan JPA. This information will be utilized in reconciling the enrollees who receive Health Care Plan benefits through the contract between County and L.A. Care Health Plan JPA Contract.</p> <p>The electronic file must include the enrolled provider's name, address, DOB, and hours he/she is authorized to work.</p> <p>Contingent upon receipt of the HBM file referenced in 6.4.1.1 by no later than the 8th calendar day of the month, Contractor must provide the CCA/CCPM the following four reports, by the 15th calendar day of each month for the previous month:</p>	Record review	80%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
		<ol style="list-style-type: none"> <li>1. The names and total number of all eligible enrolled IHSS providers in the Health Care Plan. These eligible providers are people that are authorized to work for at least the required minimum threshold number of hours and for whom the health care plan co-payment is automatically deducted from their IHSS paycheck.</li> <li>2. The names and total number of previously eligible enrolled IHSS providers who are no longer authorized to work as an IHSS provider.</li> <li>3. The names and number of all previously enrolled IHSS providers who continue to be authorized to work as an IHSS provider, but work fewer hours than the required minimum threshold number of hours.</li> <li>4. The names and total number of all previously eligible enrolled IHSS providers listed in 6.4.5.2, who are not paying their co-payment for one</li> </ol>			

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
		or both of the two-month extension periods.			
18	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.5 - Administrative Responsibilities, subparagraphs 6.5.1	Contractor shall conduct and maintain an annual inventory of all fixed assets and equipment purchased by Contractor using federal, State or County funds, and their location to meet County inventory control requirements.  Contractor shall provide the list to the County within 30 calendar days of the contract effective date; within 14 calendar days of completion the annual inventory. Contractor shall report any lost or stolen fixed assets or equipment to the CCA within five business days of discovering the loss.	Review of PASC's inventory list	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
19	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.5 - Administrative Responsibilities, subparagraph 6.5.2	Contractor shall provide County with all cost reports, and other such data as required by the County, State of California, and federal governments, including the audits required by the Auditor-Controller Contract Accounting and Administration Handbook.	Review of reports and records	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>Service Category</b>	<b>Required Service (a)</b>	<b>Standard of Performance (b)</b>	<b>Monitoring Methods (c)</b>	<b>Acceptable Quality Level (AQL) (d)</b>	<b>Action Required for Not Meeting AQL (e)</b>
<b>20</b>	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.6 - Reporting Responsibilities, subparagraph 6.6.1	Contractor shall submit a report, by September 30th of each year, for the previous FY (July 1-June 30), to the County Board of Supervisors. detailing its functions, evaluating its operations for that year, detailing any specific goals and objectives for the coming year, and its plan for meeting those goals and objectives.	Review of reports and records  Report received timely by Sept 30th	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>21</b>	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.6 - Reporting Responsibilities, subparagraphs 6.6.2	Contractor shall send the MMR (Technical Exhibit 16) to the CCPM with a copy to the CCA by the 15th calendar day of the month for the previous month. If the 15th falls on a Saturday, Sunday or holiday, the MMR is due the following business day.	Review of records, reports, invoices and MMRs	80%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>22</b>	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.6 - Reporting Responsibilities, subparagraphs 6.6.3	Contractor shall complete and provide other ad hoc reports as requested by County within 15 calendar days.	Review of records and reports	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>Service Category</b>	<b>Required Service (a)</b>	<b>Standard of Performance (b)</b>	<b>Monitoring Methods (c)</b>	<b>Acceptable Quality Level (AQL) (d)</b>	<b>Action Required for Not Meeting AQL (e)</b>
<b>23</b>	SOW, Section 6.0 - Contractor Responsibilities, Subsection 6.6 - Reporting Responsibilities, subparagraphs 6.6.4	Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to IHSS recipients and IHSS provider complaints. A copy of these procedures shall be provided to the CCPM and the CCA within 15 days of the contract effective date and upon request.	Review of procedures	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>24</b>	SOW, Section 8.0, Los Angeles County Back-Up Attendant Program (LA BUAP), Subsection 8.3, Hours of Operation for LA BUAP, Subparagraph, 8.3.1	Contractor will be available to receive phone calls from their PASC Call Center from potential recipients who may need BUAP services during normal business hours and outside of normal business hours. Normal business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m.  H	Review of complaint logs	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>25</b>	SOW, Section 8.0, Los Angeles County Back-Up Attendant Program (BUAP), Subsection 8.6, Contractor Responsibilities for LA BUAP, Subparagraph, 8.6.1	Contractor shall expand the number of BUAP providers in the registry to meet the needs of the BUAP eligible recipients by no less than ten percent each FY.	Record review	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>26</b>	SOW, Section 8.0, Los Angeles County Back-Up Attendant Program (BUAP), Subsection 8.6, Contractor Responsibilities for LA	Contractor shall maintain a current BUAP provider listing of providers who wish to work as BUAP providers.	Record review	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>Service Category</b>	<b>Required Service (a)</b>	<b>Standard of Performance (b)</b>	<b>Monitoring Methods (c)</b>	<b>Acceptable Quality Level (AQL) (d)</b>	<b>Action Required for Not Meeting AQL (e)</b>
	BUAP, Subparagraph, 8.6.3				
<b>27</b>	SOW, Section 8.0, Los Angeles County Back-Up Attendant Program (BUAP), Subsection 8.10, Administrative Responsibilities for the LA BUAP, Subparagraph, 8.10.1	Contractor shall develop, maintain and update written procedures for receiving, and responding to users of BUAP services.	Record review  Review of complaints from BUAP users	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>28</b>	SOW, Section 8.0, Los Angeles Back-Up Attendant Program (BUAP), Subsection 8.12, Joint Responsibilities for the BUAP, Subparagraph, 8.12.2	Contractor shall at least annually review the number of recipients served and the usage patterns as part of the monitoring process. Contractor should keep a list of all repeat users of BUAP.	Record review	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>29</b>	SOW, Section 8.0, Los Angeles Back-Up Attendant Program (LA BUAP), Subsection 8.16, Contractor Training for LA BUAP Staff, Subparagraph, 8.16.2	Contractor shall maintain a list of all APS referrals made.	Record review	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>



**PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>Service Category</b>	<b>Required Service (a)</b>	<b>Standard of Performance (b)</b>	<b>Monitoring Methods (c)</b>	<b>Acceptable Quality Level (AQL) (d)</b>	<b>Action Required for Not Meeting AQL (e)</b>
<b>30</b>	SOW, Section 9.0, Statewide Back-Up Provider System (BUPS), Subsection 9.3, Hours of Operation	Contractor will be available to receive phone calls during normal business hours from recipients who may need BUPS services.  Normal business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m.	Review of PASC's records	95%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>31</b>	SOW, Section 9.0, Statewide Back-Up Provider System (BUPS), Subsection 9.5, Contractor Responsibilities for State BUPS, Subparagraph, 9.5.1.1	Contractor shall establish and maintain a State BUPS registry of providers who are able and available to provide emergency back-up services to IHSS recipients seeking a provider on an urgent temporary need.  maintain a current BUPS provider listing of providers who wish to work as BUPS providers.	Record review	95%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>32</b>	SOW, Section 9.0, Statewide Back-Up Provider System (BUPS), Subsection 9.5, Contractor Responsibilities for State BUPS, Subparagraph, 9.5.1.2	Contractor shall provide a same day application process for recipients who are requesting BUPS services and are not part of the current PASC registry.	Record review  Review of complaints from BUPS users	95%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
<b>33</b>	SOW, Section 10.3, Contractor Responsibilities for the Enrollment Requirements for IHSS Providers, Subsections 10.3.7 & 10.3.8	Assume full responsibility for mailing, emailing or faxing a CBC packet to any applicant/prospective provider who contacts Contractor for that purpose and supply the County with CBC packets.	Record review	90%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
		Provide the CBC packets on electronic format on their website for applicant / prospective providers to obtain.			
34	SOW, Section 10.3, Contractor Responsibilities for the Enrollment Requirements for IHSS Providers, Subsections 10.3.9 & 10.3.11	Provide CCPM with a list of IHSS providers with pass/fail CBC results within two business days of Contractor determination. The list shall differentiate between Tier 1 and Tier 2 crimes. The list shall include the provider's identifying information (name, DOB, SSN, gender, mailing address, telephone number and language, when available) and indicate whether the provider passed or failed the CBC.	Record review DPSS Staff Interviews	90%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>
35	SOW., Section 10.3, Contractor Responsibilities for the Enrollment Requirements for IHSS Providers, Subsections 10.3.11 & 10.3.13	Provide CCPM with a list of providers who failed a CBC. The list should include the individual's first name, middle initial, if applicable, last name, address, social security number, phone number, type of crime, termination reason, CORI date, and conviction date.  Notify the CCPM of the provider's CBC disqualification within three business days of determination, utilizing the required forms.	Record review  DPSS Staff Interviews	80%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required for Not Meeting AQL (e)
36	SOW, Section 13.0, Fraud Referrals, Subsection 13.2, Contractor Received Complaints	Contractor shall maintain a monthly complaint log (Attachment Exhibit A, SOW, Technical Exhibit 4, a Monthly Complaint Log), of all complaints received. The log shall include all complaints about providers, Contractor, or about other aspects of the program.	Review of complaint logs	100%	<b>Issue CDR; Complete and Implement Corrective Action Plan</b>

## CONTRACT DISCREPANCY REPORT

<b>TO:</b>		
<b>FROM:</b>		
<b>AGENCY:</b>	<b>DATE SENT:</b>	<b>RESPONSE DUE DATE:</b>
<b>CASE NAME:</b>	<b>REPORT NUMBER:</b>	<b>REVIEW PERIOD:</b>

**DISCREPANCY OR PROBLEM:**

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\_\_\_\_\_  
Signature of CCA \_\_\_\_\_  
Date

**AGENCY RESPONSE (Cause and Corrective Action):**

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\_\_\_\_\_  
Signature of Agency Representative \_\_\_\_\_  
Date

**COUNTY EVALUATION OF AGENCY RESPONSE:**

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**COUNTY ACTIONS:**

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**DATE AGENCY NOTIFIED OF COUNTY ACTION:** \_\_\_\_\_

\_\_\_\_\_  
Signature of CCA \_\_\_\_\_  
Signature of Agency Representative

Technical Exhibit 4

<b>MONTHLY COMPLAINT LOG</b>								
Contract #:				Agency: PASC				
Month/Year:				Program Manager:				
Date	Time Of Call	Complainant's Name	Witnesses	Primary Language	Explain Problem	Resolution and Date	Staff Person	Time Spent
	a.m.							
	p.m.							
	a.m.							
	p.m.							
	a.m.							
	p.m.							
	a.m.							
	p.m.							
	a.m.							
	p.m.							

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

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

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

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

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

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

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

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

**GO ON TO THE NEXT PAGE** →

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

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

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

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

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

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

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

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

**GO ON TO THE NEXT PAGE** 

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


**INSTRUCTIONS:**

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

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

**NOTES:**

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

**GO ON TO THE NEXT PAGE** 



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

PROVIDER'S NAME:

**PART B: PROVIDER DISCLOSURE**

**ANSWER THE FOLLOWING QUESTIONS BY CHECKING THE APPROPRIATE BOX:**

**1. WITHIN THE PAST 10 YEARS, HAVE YOU BEEN –**

- a. Convicted of or incarcerated following a conviction for a Tier 1\* crime?.....  YES  NO
- b. Convicted of or incarcerated following a conviction for a Tier 2\* crime?.....  YES  NO

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

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

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

**PART C: PROVIDER DECLARATION**

**I UNDERSTAND AND AGREE THAT –**

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

**GO ON TO THE NEXT PAGE** 

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

PROVIDER'S NAME:

**PART C: PROVIDER DECLARATION (Continued)**

**I UNDERSTAND AND AGREE THAT –**

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

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

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

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

Signature: \_\_\_\_\_

Date:

Printed Name:

County Representative's Signature (Optional): \_\_\_\_\_

DATE: \_\_\_\_\_

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

**INSTRUCTIONS:**

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

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

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

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

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**PART B. RECIPIENT AGREEMENT**

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**I UNDERSTAND AND AGREE THAT:**

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

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

**PART C. RECIPIENT ACKNOWLEDGMENT**

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

RECIPIENT'S SIGNATURE:	DATE:
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PRINTED NAME:

AUTHORIZED REPRESENTATIVE'S SIGNATURE:	DATE:
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PRINTED NAME:

**FOR COUNTY USE ONLY**

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

### CALIFORNIA PENAL CODE SECTION 273a, SUBDIVISION (a)

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

### CALIFORNIA PENAL CODE SECTION 368

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

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

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

**CALIFORNIA PENAL CODE SECTION 290, SUBDIVISION (c)**

(c) The following persons shall be required to register:

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

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

**CALIFORNIA PENAL CODE SECTION 667.5, SUBDIVISION (c)**

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

**CALIFORNIA PENAL CODE SECTION 1192.7, SUBDIVISION (c)**

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



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

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

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

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

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

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

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

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

PROVIDER NUMBER

PROVIDER NAME (FIRST, MIDDLE, LAST)

1. I attended the required provider enrollment orientation for IHSS providers and I understand and agree to the following:
  - I was given information about being a provider in the IHSS program.
  - I was informed of my responsibilities as an IHSS provider.
  - I was informed of the consequences of committing fraud in the IHSS program.
  - I was given the Medi-Cal toll-free telephone fraud hotline number, 1-800-822-6222 and web site, <http://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx> for reporting suspected fraud or abuse in the IHSS program.
  
2. I understand the following requirements for timesheets:
  - The IHSS program can only pay me for the hours I worked providing authorized services for the recipient that I report on my timesheet.
  - By signing my timesheet I am saying that the information I reported on it is true and correct.
  - Whenever I submit a timesheet, whether on paper or electronically, it must be completed and submitted within two weeks after the end of each pay period. If the timesheet is properly completed and submitted on time, I will get paid within 10 days of the day it is received by the timesheet processing facility. If the timesheet is not submitted within two weeks after the end of the pay period, my pay will be delayed.
  - I cannot sign my timesheet for the recipient or approve my timesheet electronically (even if the recipient shares his/her Electronic Services Portal (ESP) username and password or Telephone Timesheet System (TTS) passcode with me) unless I am the recipient's legal representative (court-appointed guardian or conservator or parent of a minor recipient) and a completed IHSS Designation of Authorized Representative form (SOC 839), Part C has been submitted to the county.
  - I cannot sign another provider's timesheet for the recipient or approve another provider's timesheet electronically (even if the recipient shares his/her ESP username and password or TTS passcode with me) unless I am the recipient's legal representative (court-appointed guardian or conservator or parent of

PROVIDER NUMBER

a minor recipient) OR I have been designated as the recipient's timesheet signatory through the submission of a completed SOC 839, Part C to the county.

- Approving a timesheet, either on paper or electronically, on behalf of the recipient when I am not authorized to do so as specified above may be considered fraud, which can result in criminal charges being brought against me. It is my personal responsibility to confirm that the SOC 839, Part C has been properly completed and submitted to the county prior to me signing or approving any timesheet on the recipient's behalf.
  - Providing false information on my timesheet is a crime and may result in a criminal prosecution.
  - If I am convicted of fraudulently reporting information on my timesheet, in addition to any program or criminal penalties, I may be required to pay back any overpayment I received and to pay civil penalties of at least \$500, and not more than \$1,000, for each act of fraud.
3. I understand that I am required to complete the Employment and Eligibility Verification form (Form I-9), which is kept on file by the recipient. That form states that I have the legal right to work in the United States.
  4. I understand that I have the option to submit an Employee's Withholding Allowance Certification (Form W-4) to request federal income tax withholding and/or California Employee's Withholding Allowance Certification (Form DE 4) to request state income tax withholding from my wages. I understand that if I do not submit Form W-4 and/or DE 4, federal and state income taxes will not be withheld from my wages.
  5. I understand that I will receive the IHSS Program Notification Of Recipient Authorized Hours and Services and Maximum Weekly Hours (SOC 2271), that names my recipient(s) and the services I am authorized to perform for each recipient to whom I provide services.
  6. I received information regarding the maximum weekly hour and travel time requirements and understand the following:
    - I will get paid overtime if I work more than 40 hours in a workweek. The workweek begins at 12:00 am (midnight) on Sunday and ends at 11:59 pm on the following Saturday.

PROVIDER NUMBER

- If I work for only one recipient, I can only work up to my recipient's maximum weekly hours each workweek unless we adjust my hours to balance out any extra hours I worked during the workweek by working fewer hours in another week of the month to avoid exceeding my recipient's monthly authorized hours. If these additional hours would cause me to work more than 40 hours in the workweek or to receive more overtime hours in the month than I would in a normal month, the recipient must obtain approval from the county before I can work the additional hours.
- If I submit a timesheet which goes over the maximum weekly hours and causes me to claim more overtime than I normally would claim during a workweek without authorization from the county, I will get a violation.
- If I work for more than one recipient, the maximum number of hours I can work in a workweek for all of my recipients combined is 66 hours. If one of my recipients asks me to work additional hours that would cause me to work over my 66 maximum weekly hours, I must either decline or reduce the hours I work for another recipient so I don't work more than 66 hours in the workweek.
- If I work for more than one recipient on the same day, I can be paid for travel time for the time spent traveling directly from one location where I provide authorized services to a recipient to another location where I provide authorized services for a different recipient. This travel time will not be counted as part of my maximum weekly hours.
- The maximum amount of time I can claim for travel during a workweek is seven hours.
- If I submit a timesheet in which I claim more than seven hours travel time in a workweek, I will get a violation.
- If I claim more travel time hours on my timesheet than I stated on the IHSS Program Provider Workweek & Travel Time Agreement (SOC 2255), I may be asked by the county to provide documentation of this additional travel. If I cannot, the extra travel time claimed may be considered an overpayment and/or result in a fraud referral.
- For each violation I receive, there will be a consequence:

PROVIDER NUMBER

First Violation	<ul style="list-style-type: none"> <li>• I will receive a written warning notification from the county with information on how to request a county review.</li> </ul>
Second Violation	<ul style="list-style-type: none"> <li>• I will get a notice of the second violation with information on how to request a county review. With the second violation notice, I will have the choice to review instructional materials about the workweek and travel time limits and sign and submit a certification notice to the county IHSS office. If I choose to complete this review and submit the notice, I will avoid getting a second violation. However, if I choose not to complete the review and submit the notice within 14 calendar days of the date of my notice, I <u>will</u> get a notice confirming my second violation.</li> </ul>
Third Violation	<ul style="list-style-type: none"> <li>• I will get a notice of the third violation with information on how to request a county review.</li> <li>• If my county review request is denied, I will get information on how to request a state administrative review of the violation.</li> <li>• I will be <u>suspended</u> as a provider with the IHSS program for <u>90 days</u>.</li> </ul>
Fourth Violation	<ul style="list-style-type: none"> <li>• I will get a notice of the fourth violation with information on how to request a county review.</li> <li>• If my county review request is denied, I will get information on how to request a state administrative review of the violation.</li> <li>• I will be determined <u>ineligible</u> as a provider with the IHSS program for <u>one year</u>.</li> </ul>

- If I am determined ineligible to work as an IHSS provider because I get a fourth violation, I can reapply to be an IHSS provider when the one year ineligibility ends. I will have to complete all of the provider enrollment requirements again, including the criminal background check, the provider orientation, and completing all required forms before I can be reinstated.

PROVIDER NUMBER

7. I understand that I will be eligible to earn and use paid sick leave once I have completed the eligibility requirements. My paid sick leave can be used for time off when I am sick or have a medical appointment or when a family member is sick or has a medical appointment.
8. I understand that, if my recipient has a Medi-Cal Share of Cost, he/she will be responsible for paying this amount to me directly as a part of my wages and it will not be included in my paycheck.
9. I understand that I am a “mandated reporter.” This means I am required by law to report any abuse or neglect that I observe while working. The abuse may be of:
  - an elder or dependent adult which must be reported to the County Adult Protective Services immediately or as soon as feasibly possible, as required under Welfare and Institutions Code 15630(b)(1), or
  - a child which must be reported to the County Child Protective Services within 36 hours of receiving the information, as required under Penal Code 11166(a).The abuse might be of the recipient I serve, someone else in the recipient’s home, or anyone else.
10. I understand that Government Code section 6253.2 requires that my name, address, home and cell telephone numbers, and personal email address be given to the local labor organization so they may contact me to invite me to join the union.
11. I understand that I will not be paid to perform authorized IHSS services when my recipient is away from his/her home (at an acute care hospital, skilled nursing facility, intermediate care facility, community care facility, or board and care facility). If I provide any assistance to my recipient at any of these facilities, it is outside of my work as an IHSS provider. If I claim IHSS hours on a timesheet for that time, it will be considered fraudulent.
12. I will cooperate with state or county staff to provide requested information related to the evaluation of a recipient’s IHSS case.

PROVIDER NUMBER

**I UNDERSTAND THE IHSS PROGRAM RULES EXPLAINED AT THE PROVIDER ORIENTATION (WHICH INCLUDES THE INFORMATION PROVIDED IN THIS FORM) AND INFORMATION GIVEN TO ME BY THE COUNTY IHSS OFFICE. I ACCEPT THE RESPONSIBILITY TO FOLLOW THE INFORMATION PROVIDED BY THE COUNTY. I UNDERSTAND THAT MY FAILURE TO FOLLOW THE REQUIREMENTS PROVIDED TO ME MAY RESULT IN MY TERMINATION AS AN IHSS PROVIDER.**



IHSS PROVIDER'S SIGNATURE

DATE

PROVIDER NAME (FIRST, MIDDLE, LAST)

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

(ADDRESSEE)

County of: \_\_\_\_\_

Notice Date: \_\_\_\_\_

Applicant Provider Name: \_\_\_\_\_

Recipient Name: \_\_\_\_\_

Recipient Case Number: \_\_\_\_\_

IHSS Office Address: \_\_\_\_\_

IHSS Office Telephone Number: \_\_\_\_\_

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

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

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

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



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

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

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

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

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

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

(ADDRESSEE)

COUNTY OF: \_\_\_\_\_

Notice Date: \_\_\_\_\_

Applicant Provider Name: \_\_\_\_\_

Recipient Name: \_\_\_\_\_

Recipient Case Number: \_\_\_\_\_

IHSS Office Address: \_\_\_\_\_

IHSS Office Telephone Number: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

SOC 852A (5/16)

PAGE 1 OF 2

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

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

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

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

**TO REQUEST APPEAL OF PROVIDER ENROLLMENT DENIAL:**

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

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

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



STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

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

(ADDRESSEE)

County of: \_\_\_\_\_

Notice Date: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Recipient Name: \_\_\_\_\_

Recipient Case Number: \_\_\_\_\_

IHSS Office Address: \_\_\_\_\_

IHSS Office Telephone Number: \_\_\_\_\_

To: In-Home Supportive Services (IHSS) Provider

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

SOC 858A (1/11)

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

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

(ADDRESSEE)

COUNTY OF: \_\_\_\_\_

Notice Date: \_\_\_\_\_

Applicant Provider Name: \_\_\_\_\_

Recipient Name: \_\_\_\_\_

Recipient Case Number: \_\_\_\_\_

IHSS Office Address: \_\_\_\_\_

IHSS Office Telephone Number: \_\_\_\_\_

To: In-Home Supportive Services (IHSS) Provider

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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



STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

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

IHSS RECIPIENT CASE NUMBER

RECIPIENT NAME (FIRST MIDDLE LAST)

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

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

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

**COUNTY USE ONLY**

COMMENTS

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

SOC 838 (10/12)

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

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

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

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

Applicant Provider Name: \_\_\_\_\_

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Mailing Address: \_\_\_\_\_

---

Phone Number: \_\_\_\_\_

---

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

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

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

1. A copy of the denial notice (SOC 852A) stating your ineligibility to be an IHSS provider.
2. A copy of form SOC 426 (IHSS Program Provider Enrollment Form), which you previously completed and submitted to the county.
3. Documentation (Minute Order, Court-Issued Judgment of Conviction, or a letter from the Probation Department) showing that your current or last probation period was informal, if applicable.
4. A description of, and verification if available of, any completed training, classes, treatment, counseling, or community service activities that would indicate rehabilitation or changed behavior. Provide verification of completion (for example, certificates or diplomas), if applicable.
5. Evidence of an official pardon by the Governor, if applicable.
6. Employment history for the last 10 years.
7. Three (3) signed character reference statements that include the following information:
  - a. How long the person has known you
  - b. How the person knows you (this could be a description of how this person came to know you)
  - c. A statement of the person's opinion of your character
  - d. A description of any interaction between you and a person who is elderly, blind, or disabled who you have assisted
  - e. Other comments that would help describe your desire to work as an IHSS provider

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

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

AND

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

If you are unable to prepare a personal written statement due to limitations involving disability, limited English proficiency, or limited writing skills, you may have another individual write the statement for you based on information you provide him or her. If you do this, you and the individual assisting you must sign the statement verifying the truth of the information contained in the statement. If, for whatever reason, you cannot sign your name to the document, you may sign the document with a personalized mark which must be witnessed by two other people. These witnesses must also sign their names on the document indicating they were witnesses as specified under California Civil Code section 14(a).

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

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

Until you receive a final decision either approving or denying this general exception request, you must notify the CDSS within ten (10) calendar days of any change to your address or telephone number at the contact information listed above.

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Signature of Applicant Provider





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Print Name

Date



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

DEPARTMENT OF JUSTICE  
 PAGE 1 of 2

**PRINT**   **RESET**

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

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

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

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

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

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

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



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

DEPARTMENT OF JUSTICE  
PAGE 2 of 2

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

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**Privacy Notice**

As Required by Civil Code § 1798.17

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

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

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

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

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

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

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

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

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

**SECTION 1 – RECIPIENT’S INFORMATION**

RECIPIENT'S NAME:	CASE NUMBER:
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**INDIVIDUALIZED BACK-UP PLAN**

**SECTION 2 – SUPPORT CONTACTS**

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

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

**Other important numbers available to you, if needed:**

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

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

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

**If you have an emergency, call: 911**

An emergency is an immediate threat to your health, welfare and/or safety.

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

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

RECIPIENT'S NAME:	CASE NUMBER:
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**RISK ASSESSMENT**

**SECTION 3 – GENERAL RISK ASSESSMENT**

**A. IHSS Assessment**

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

**B. Additional Risk Areas**

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

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

**SECTION 4 – DISASTER PREPAREDNESS**

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

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

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SOC 884 (3/11)



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

RECIPIENT'S NAME: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

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**AGREEMENT AND SIGNATURES**

**SECTION 5 – AGREEMENT AND SIGNATURES**

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

**Recipient**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**County Staff**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Relationship: \_\_\_\_\_

**Other**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Relationship: \_\_\_\_\_

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

**Recipient /Authorized Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**County Staff**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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SOC 884 (3/11)

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

RECIPIENT'S NAME:

CASE NUMBER:

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**INSTRUCTIONS**

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

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

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

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

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

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

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

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

**Comments/Notes:**

Distribution:

Original/Case File  
Page 4 of 4

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SOC 864 (3/11)

**MONTHLY MANAGEMENT REPORT**  
**REPORT MONTH: \_\_\_\_\_ 2024**

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

II. Calls to PASC	Previous Month	Report Month	YTD
<b>A. Total Number of Calls (Registry)</b>			
a. Calls answered by a live Customer Service Agent			
b. Calls <b>not</b> answered by a Customer Service Agent			
c. Registry Service Callers who left a message			
d. Voice messages returned (called back)			
i. Within 24 hours			
ii. Past 24 hours			
e. Inquiries regarding Social Worker/Provider Clerk information			
f. Requests for assistance completing forms/documents			
g. Total Complaints Calls			
i. Complaints against provider			
ii. Complaints against recipient			
iii. Complaints about Social Workers/provider clerk			
iv. Complaints about SEIU			
v. Complaints about PASC			
<b>B. Total Number of Calls (BUAP)</b>			
a. Calls answered by a live Customer Service Agent			
b. Calls <b>not</b> answered by a Customer Service Agent			
c. BUAP callers who left a message			
d. Voice messages returned (called back)			
i. Within 24 hours			
ii. Past 24 hours			

**MONTHLY MANAGEMENT REPORT**  
**REPORT MONTH: \_\_\_\_\_ 2024**

e. Total Complaint Calls			
i. Complaints against provider			
ii. Complaints against recipient			
iii. Calls regarding BUAP payment issues			
<b>C. Total Number of Calls (Health Plan)</b>			
a. Calls answered by a live Customer Service Agent			
b. Calls <b>not</b> answered by a Customer Service Agent			
c. Health Plan callers who left a message			
d. Voice messages returned (called back)			
i. Within 24 hours			
ii. Past 24 hours			

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

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

**MONTHLY MANAGEMENT REPORT**  
**REPORT MONTH: \_\_\_\_\_ 2024**

<b>V. New Provider Enrollment Requirements (NPER)</b>	<b>Previous Month</b>	<b>Report Month</b>	<b>YTD</b>
A. Total number of requests for information			
a. Number of consumer calls			
b. Number of prospective provider calls			
B. Total number of Criminal Background Investigation (CBI) packets delivered to DPSS			
C. Total number of CBI packets issued by PASC			
D. Number of providers who <b>Passed</b> CBI procedures during period of report			
E. Number of providers who <b>Failed</b> CBI procedures during period of report			
a. Number of Tier I Convictions			
b. Number of Tier II Convictions			
F. Number of Subsequent Arrest/Conviction Notifications Reviewed during the report month			
G. CBI transactions delayed by DOJ over 30 days			

<b>VI. HEALTH CARE BENEFITS MANAGEMENT</b>	<b>Previous Month</b>	<b>Report Month</b>	<b>YTD</b>
<b>A. Number of Providers Eligible to Enroll</b>			
<b>B. Total Providers Enrolled</b>			
a. Number of providers enrolled in the report month			
b. Number of providers terminated from Health Plan in the report month			
<b>C. Total Number of Provider Applications to the Health Plan</b>			
a. Applications Approved for Health Plan			
b. Applications Denied for Health Plan			
<b>D. Number of Providers that Paid Monthly Premium</b>			
<b>E. Number of Eligible Enrolled IHSS Providers who:</b>			
a. Are no longer authorized to work as an IHSS Provider			
b. Who continue to be authorized to work but not meet minimum hour threshold.			
<b>F. Number of Providers Terminated in Report Month</b>			
<b>G. Number of Health Plan Inquiries Received</b>			
<b>H. Number of Cobra Enrollees</b>			

**MONTHLY MANAGEMENT REPORT**  
**REPORT MONTH: \_\_\_\_\_ 2024**

VII. BACK-UP ATTENDANT PROGRAM (BUAP)	Previous Month	Report Month	YTD
<b>A. Number of Recipient Registered for BUAP</b>			
<b>B. Number of "Ready to Work" BUAP Providers</b>			
<b>C. Number of requests for information/application</b>			
<b>D. Number of BUAP Registry Applicants</b>			
a. Recipients			
b. Providers			
<b>E. Number of BUAP Registry Information Meetings Held</b>			
a. Number of Providers in Attendance			
<b>F. Number of Applications Approved</b>			
a. Recipients			
b. Providers			
<b>G. Number Applications Denied</b>			
a. Recipients			
b. Providers			
<b>H. Number Requests for BUAP Services</b>			
a. Number of Requests Filled			
b. Requests Cancelled			
c. Denied Requests			
d. Unfilled Requests			
e. Provider No-Show			
<b>I. BUAP Usage</b>			
a. Total BUAP Hours Utilized			
b. Average Hours Utilized (per request)			

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

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

**MONTHLY MANAGEMENT REPORT**  
**REPORT MONTH: \_\_\_\_\_ 2024**

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

<b>XI. MEETINGS</b>			
<b>Date</b>	<b>Meeting Title</b>	<b>Location/Address</b>	<b>Issue/Topic</b>

<b>XII. TRAININGS</b>				
<b>Date</b>	<b>Location/Address</b>	<b>Topic</b>	<b>Number of Recipients</b>	<b>Number of Providers</b>
<b>Total</b>				

<b>XIII. REGISTRY INFORMATION MEETINGS</b>				
<b>Date</b>	<b>Time</b>	<b>Location/Address</b>	<b>Number of Recipients</b>	<b>Number of Providers</b>
<b>Total</b>				

<b>XIV. BUAP INFORMATION MEETINGS</b>				
<b>Date</b>	<b>Time</b>	<b>Location/Address</b>	<b>Number of Recipients</b>	<b>Number of Providers</b>
<b>Total</b>				







**PERSONAL ASSISTANCE  
 SERVICES COUNCIL**

**State Back-Up Provider System (BUPS) Referral Form  
 Recipient and Provider Information**

<b>DATE OF REQUEST</b>		
<b>CASE INFORMATION</b>	District Office:	
	Social Worker Number:	
<b>RECIPIENT INFORMATION</b>	Name:	
	Case Number:	
	Phone:	
	Available State BUPS Hours (in CMIPS II):	
<b>PROVIDER UNAVAILABLE TO WORK</b>  (Enter "N/A" if no provider exists)	Name:	
	Provider Number:	
	Phone:	
	Reason:	
<b>STATE BUPS PROVIDER INFORMATION</b>	Name:	
	Provider Number:	
	Phone:	
<b>BACK-UP SERVICE DATE(S) AND HOUR(S)</b>	Date(s):	Hour(s):Minute(s)
	Total Hours:Minutes = 0 0	
<b>OTHER INFORMATION</b>		
<b>REFERRAL VERIFIED BY (Print Name)</b>		

State Back-Up Provider System (BUPS) Referral Form (10/22)

**EXHIBIT B  
BUDGET**

**ACTUAL COSTS CONTRACT  
LINE-ITEM BUDGET**

**CONTRACTOR’S NON-DISCRIMINATION IN-SERVICE CERTIFICATION**

**Personal Assistance Services Council**

Contractor’s Name

**3452 East Foothill Blvd. Suite 900, Pasadena, CA 91107**

Address

**95-4773545**

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**PROPOSER’S CERTIFICATION**

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

**Greg Thompson, Executive Director**

Authorized Official’s Printed Name and Title

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Date

**COUNTY'S ADMINISTRATION**

**CONTRACT NO: PASC24-01**

**COUNTY CONTRACT SECTION MANAGER (CCSM):**

Name/Title: Gloria Lo, Administrative Services Manager (ASM) III  
Address: 12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
Telephone: (562) 908-4432  
E-Mail Address: [glorialo@dpss.lacounty.gov](mailto:glorialo@dpss.lacounty.gov)

**SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):**

Name/Title: Patricia Learned, ASM II  
Address: 12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
Telephone: (562) 908-4431  
E-Mail Address: [patricialearned@dpss.lacounty.gov](mailto:patricialearned@dpss.lacounty.gov)

**COUNTY CONTRACT ADMINISTRATOR (CCA):**

Name/Title: Amandina Pineda-Gomez, ASM I  
Address: 12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
Telephone: (562) 908-4374  
E-Mail Address: [amandinapineda@dpss.lacounty.gov](mailto:amandinapineda@dpss.lacounty.gov)

**CONTRACT PROGRAM MONITOR (CPM):**

Name/Title: Luisa Barreto, CPM  
Address: 12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
Telephone: (562) 908-5717  
E-Mail Address: [luisabarreto@dpss.lacounty.gov](mailto:luisabarreto@dpss.lacounty.gov)

**COUNTY CONTRACT PROGRAM MANAGER (CCPM)**

Name/Title: Sonia Miramontes, Human Services Administrator I  
Address: 12820 Crossroads Parkway South,  
City of Industry, CA 91746  
Telephone: (562) 908-4358  
E-Mail Address: [soniamiramontes@dpss.lacounty.gov](mailto:soniamiramontes@dpss.lacounty.gov)

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME: PASC**

**CONTRACT NO: PASC24-01**

**CONTRACTOR'S SENIOR EXECUTIVE/AUTHORIZED OFFICIAL:**  
(NOTICES TO THE CONTRACTOR SHALL BE SENT TO THE FOLLOWING:)

Name/Title: Greg Thompson, Executive Director  
Address: 3452 East Foothill Blvd. Suite 900, Pasadena, CA 91107  
Telephone: (626) 737-7505  
Facsimile: (818) 206-8000  
E-Mail Address: gthompson@pascla.org

**CONTRACTOR'S CONTRACT MANAGER:**

Name/Title: Luis Bravo, Assistant Director, Programs and Health Plan  
Address: 3452 East Foothill Blvd. Suite 900, Pasadena, CA 91107  
Telephone: (626) 737-7510  
E-Mail Address: lbravo@pascla.org

**CONTRACTOR'S CONTRACT ADMINISTRATOR:**

Name/Title: Debra Hight, Executive Counsel  
Address: 3452 East Foothill Blvd. Suite 900, Pasadena, CA 91107  
Telephone: (818) 206-7000  
Toll Free: (877) 565-4477  
E-Mail Address: dhight@pascla.org

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: **PASC** Contract No. PASC24-01

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

Authorized Official Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized Official Name: **Greg Thompson**

Authorized Official Title: **Executive Director**

(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.)

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

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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.**

- Bidder 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**

- Bidder 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.

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Signature

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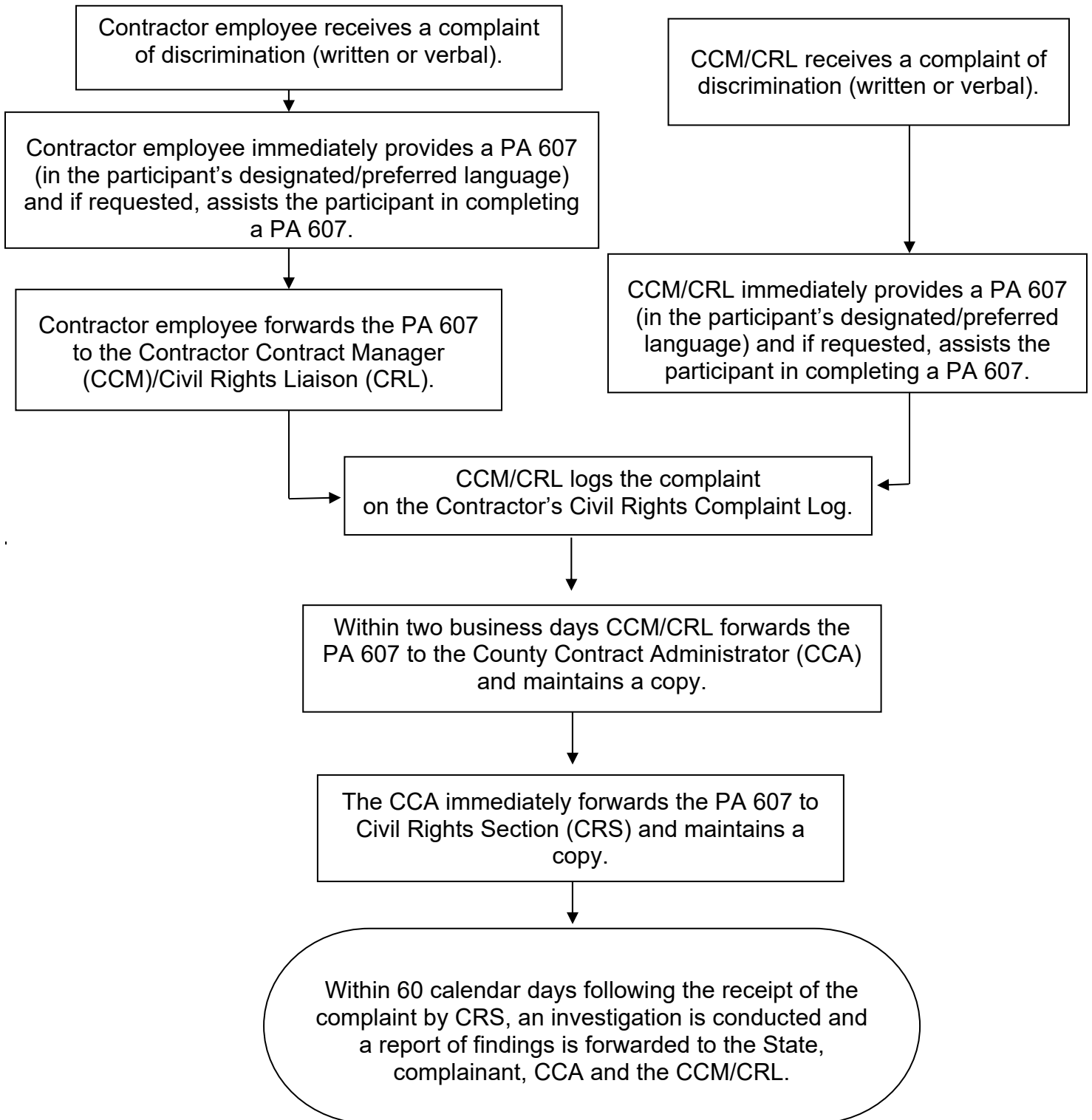
Date

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*Name and Title of Signer (please print)*



### CONTRACTOR PROCESS CIVIL RIGHTS COMPLAINT FLOWCHART



**CONTRACTOR’S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR’S SPECIFIC CERTIFICATIONS**

- |    |   |       |      |
|----|---|-------|------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes ~ | No ~ |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force.   | Yes ~ | No ~ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes ~ | No ~ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ~ | No ~ |

\_\_\_\_\_  
Authorized Official’s Printed Name and Title

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Date

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
12660 Crossroads Parkway South
City of Industry, CA 91746
E-mail: DPSSCivilRights@dpss.lacounty.gov
Phone: (562) 906-8501
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):

- Checkboxes for: NATIONAL ORIGIN (including language), COLOR, RACE, ANCESTRY, ETHNIC GROUP IDENTIFICATION, PHYSICAL OR MENTAL DISABILITY, AGE, SEX, GENDER EXPRESSION, GENDER IDENTITY, SEXUAL ORIENTATION, MARITAL STATUS, DOMESTIC PARTNERSHIP, MEDICAL CONDITION, GENETIC INFORMATION, RELIGION, POLITICAL AFFILIATION, CITIZENSHIP, IMMIGRATION STATUS, ANY OTHER APPLICABLE BASIS.

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:

IRS NOTICE 1015  
 (Obtain latest version from IRS Website)  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
 Internal Revenue Service

## Notice 1015

(Rev. December 2019)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2019 are less than \$55,952 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2020.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of \$800, he or she must file a 2019 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2019)  
 Cat. No. 20599I

# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)



## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT ("HIPAA") OF 1996**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.



- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

### **3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

### **4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

### **5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
  - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected

Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three 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](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 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 shall 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 shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business

Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 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 shall, 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 shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two days of the receipt of the request. Whether access shall be provided or denied shall 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 shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that



are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six years from the date of the Disclosure.

- 9.2 Business Associate shall 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 shall notify Covered Entity in writing within five days of the receipt of the request and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

## 14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **15. OBLIGATIONS OF COVERED ENTITY**

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

## **16. TERM**

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

## **17. TERMINATION FOR CAUSE**

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work

Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

## **18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such

Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

## INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor’s sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

### **1. DEFINITIONS**

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.



- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management:** 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.

## 1. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
  - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
  - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
  - Protect against accidental loss or destruction of, or damage to, County Information; and
  - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

## **2. *PROPERTY RIGHTS TO COUNTY INFORMATION***

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

## **3. *CONTRACTOR'S USE OF COUNTY INFORMATION***

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, State, and federal laws and regulations governing the collection,

maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any State and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

#### **4. SHARING COUNTY INFORMATION AND DATA**

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

#### **5. CONFIDENTIALITY**

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify

the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

## **6. RETENTION OF COUNTY INFORMATION**

The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## **7. CONTRACTOR EMPLOYEES**

The Contractor shall 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 shall 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 shall 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, shall 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 shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

**Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

a) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

- b) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- c) **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.
- d) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- e) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 1b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## **8. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## **9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard 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 or Internet Protocol Security, at a

minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

### **10. RETURN OR DESTRUCTION OF COUNTY INFORMATION**

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with National Institute of Standards and Technology 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 shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.



### **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of VPN, authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents

involving County Information, within 24 hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**  
[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Jeffrey Aguilar  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Robert Rodgers  
Departmental Information Security Officer II  
12851 Crossroads Pkwy. South  
City of Industry, CA 91746  
562-551-3487  
[RobertRodgers@dpss.lacounty.gov](mailto:RobertRodgers@dpss.lacounty.gov)

- b. Include the following Information in all notices:
- i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without

charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

### **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 5 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

### **16. AUDIT AND INSPECTION**

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal

independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (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](http://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](mailto:cdsspsa@dss.ca.gov).

Sincerely,

***Original Document Signed By:***

NOLA NIEGEL, Branch Chief  
Project Oversight and Strategic Technology Branch  
Information Systems Division

Attachment



**2019 PRIVACY AND SECURITY AGREEMENT**

**BETWEEN**

**the California Department of Social Services and the**

County of \_\_\_\_\_,

Department/Agency of \_\_\_\_\_

**PREAMBLE**

The California Department of Social Services (CDSS) and the

County of \_\_\_\_\_,

Department/Agency of \_\_\_\_\_

enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to Assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

v2019 06 24  
Page 1 of 24

The County Department/Agency utilizes SSA and MEDS data in conjunction with other system data in order to Assist in the Administration of the Program for the programs listed above.

This Agreement covers the

County of \_\_\_\_\_,

Department/Agency of \_\_\_\_\_

and its staff (County Workers), who access, use, or disclose PII covered by this Agreement, to assist in the administration of programs.

**DEFINITIONS**

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information directly obtained in the course of performing an administrative function through the MEDS or IEVS systems on behalf of the programs, which can be used alone, or in conjunction with any other reasonably available information to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including, but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. **"Secure Areas"** means any area where:
  - a. County Workers assist in the administration of their program;
  - b. County Workers use or disclose PII; or
  - c. PII is stored in paper or electronic format.
7. **"SSA-provided or verified data (SSA data)"** means:
  - a. Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or;
  - b. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

## AGREEMENTS

CDSS and County Department/Agency mutually agree as follows:

### I. PRIVACY AND CONFIDENTIALITY

- A. County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq. and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use PII to assist in administering their respective programs.
- C. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.
- D. County Workers who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

### II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
  - 1. Provide initial privacy and security awareness training to each new County Worker within thirty (30) days of employment;
  - 2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three (3) or more security reminders per year are recommended;

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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](mailto: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.

9. Passwords shall be composed of characters from at least three (3) of the four (4) of the following groups from the standard keyboard:
  - a. Upper case letters (A-Z)
  - b. Lower case letters (a-z)
  - c. Arabic numerals (0-9)
  - d. Special characters (!,@,#, etc.)
- H. **User Access.** In conjunction with CDSS and DHCS, County Department/Agency management should exercise control and oversight over the authorization of individual user access to SSA data via, MEDS, IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction.** When no longer needed, all PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- K. **Warning Banners.** The systems providing access to PII shall display a warning banner stating, at a minimum:
  1. Data is confidential;
  2. Systems are logged;
  3. System use is for business purposes only, by authorized users; and
  4. Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
  1. The systems that provide access to PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.

2. The audit trail shall:
  - a. Be date and time stamped;
  - b. Log both successful and failed accesses;
  - c. Be read-access only; and
  - d. Be restricted to authorized users of the audit trail.
3. If PII is stored in a database, database logging functionality shall be enabled.
4. Audit trail data shall be archived for at least three (3) years from the occurrence.

M. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

N. **Transmission Encryption.**

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

O. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

VII. **AUDIT CONTROLS**

A. **System Security Review.**

1. The County Department/Agency shall ensure audit control mechanisms are in place.

2. All systems processing and/or storing PII shall have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
  3. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing PII shall have a process or automated procedure in place to review system logs for unauthorized access.
  - C. **Change Control.** All systems processing and/or storing PII shall have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
  - D. **Anomalies.** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

VIII. **BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- A. **Emergency Mode Operation Plan.** The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. It is recommended that County Department/Agency conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS and CDSS, if requested.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, shall include environmental protection such as cooling, power, and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. **Data Backup and Recovery Plan.**
  1. The County Department/Agency shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  2. The documented backup procedures shall contain a schedule which includes incremental and full backups.

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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.

2. If a suspected security incident does not involve PII provided or verified by SSA, the County Department/Agency shall notify DHCS within one (1) working day of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

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

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>. All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

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

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department/Agency shall take:

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
  2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. Investigation and Investigative Report. The County Department/Agency shall immediately investigate breaches and security incidents involving PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS within seventy-two (72) hours of the discovery. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.

- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted within ten working days of the discovery. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a Corrective Action Plan (CAP) that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

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

- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their PII, the County Department/Agency shall give the notice, subject to the following provisions:
1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications, as well as any costs associated with the breach. If there is any question as to whether CDSS or the County Department/Agency is responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;



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.

<p align="center"><b>CDSS Information Security and Privacy Bureau</b></p>	<p align="center"><b>DHCS Breach and Security Incident Reporting</b></p>
<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: <a href="mailto:iso@dss.ca.gov">iso@dss.ca.gov</a></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: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a></p> <p>Telephone: (866) 866-0602</p> <p><i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

**XI. COMPLIANCE WITH SSA AGREEMENT**

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals by emailing CDSS at [cdsspsa@dss.ca.gov](mailto: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](mailto: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](mailto: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.

**XX. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on **September 1, 2019**.

For the County of \_\_\_\_\_

Department/Agency of \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name – Print or Type) (Title – Print or Type)

For the California Department of Social Services,

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name – Print or Type) Chief, Contracts & Purchasing Bureau  
(Title – Print or Type)

**EXHIBIT A**

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from CDSS by emailing CDSS at [cdsspsa@dss.ca.gov](mailto: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](mailto: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)



**DEPARTMENT OF HEALTH CARE SERVICES (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

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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](http://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](mailto: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](mailto: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](mailto: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](mailto:CountyPSA@dhcs.ca.gov).

Sincerely,

Original Signed by

Sandra Williams, Chief  
Medi-Cal Eligibility Division

Enclosure

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - \_\_\_\_\_

**MEDI-CAL PRIVACY AND SECURITY AGREEMENT  
BETWEEN**

the California Department of Health Care Services and the  
County of \_\_\_\_\_,  
Department/Agency of \_\_\_\_\_.

**PREAMBLE**

The Department of Health Care Services (DHCS) and the  
County of \_\_\_\_\_,  
Department/Agency of \_\_\_\_\_  
(County Department) enter into this Medi-Cal Privacy and Security Agreement  
(Agreement) in order to ensure the privacy and security of Medi-Cal Personally  
Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program  
(Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal, in  
that DHCS and the County Department/Agency access DHCS eligibility information for  
the purpose of determining Medi-Cal eligibility.

This Agreement covers the  
County of \_\_\_\_\_,  
Department/Agency of \_\_\_\_\_  
workers, who assist in the administration of Medi-Cal; and access, use, or disclose  
Medi-Cal PII.

**DEFINITIONS**

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized

purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. **"Medi-Cal PII"** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.
6. **"Secure Areas"** means any area where:
  - A. County Workers assist in the administration of Medi-Cal;
  - B. County Workers use or disclose Medi-Cal PII; or
  - C. Medi-Cal PII is stored in paper or electronic format.
7. **"SSA-provided or verified data (SSA data)"** means:
  - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
  - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State

and Local Agencies Exchanging Electronic Information with SSA\* document, an attachment of Exhibit A.

## AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

### I. PRIVACY AND CONFIDENTIALITY

- A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to assist in the administration of the Medi-Cal program.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

### II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. *Employee Training.* Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
  - 1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - \_\_\_\_

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;
4. Retain training records for a period of three years after completion of the training.

**B. *Employee Discipline.***

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

**C. *Confidentiality Statement.*** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years, or five years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

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

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

**D. *Background Screening.***

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.



3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

### III. MANAGEMENT OVERSIGHT AND MONITORING

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

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

### IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section XI of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

### V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.

- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - 1. Properly coded key cards
  - 2. Authorized door keys
  - 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department/Agency facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

**VI. TECHNICAL SECURITY CONTROLS**

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process Medi-Cal PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain Medi-Cal PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, shall install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, shall have critical security patches applied, with system reboot if necessary.

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2. There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical shall be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within 7 days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

**G. *User IDs and Password Controls.***

1. All users shall be issued a unique user name for accessing Medi-Cal PII.
2. Usernames shall be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee.
3. Passwords are not to be shared.
4. Passwords shall be at least eight characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.
9. Passwords shall be composed of characters from at least three of the four groups from the standard keyboard:
  - a. Upper case letters (A-Z)
  - b. Lower case letters (a-z)
  - c. Arabic numerals (0-9)
  - d. Special characters

- H. ***User Access.*** In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to

MEDI-CAL PRIVACY &amp; 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.

**N. *Transmission Encryption.***

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

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

**VII. AUDIT CONTROLS****A. *System Security Review.***

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

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

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

**D. *Anomalies.*** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

**VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- A. *Emergency Mode Operation Plan.* The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. *Data Centers.* Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, shall include environmental protection such as cooling; power; and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. *Data Backup Plan.*
1. The County Department/Agency shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
  2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  3. The procedures shall include storing backups containing Medi-Cal PII offsite.
  4. The procedures shall ensure an inventory of backup media. It is recommended that the County Department/Agency periodically test the data recovery process.

**IX. PAPER DOCUMENT CONTROLS**

- A. *Supervision of Data.* Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. *Data in Vehicles.* The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County

MEDI-CAL PRIVACY &amp; SECURITY AGREEMENT NO.: 19 - \_\_\_\_

Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.

- C. **Public Modes of Transportation.** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction.** Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. **Removal of Data.** Medi-Cal PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.
- G. **Faxing.**
  - 1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
  - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. **Mailing.**
  - 1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  - 2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**



During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

**A. Initial Notice to DHCS:**

The County Department/Agency shall notify DHCS, by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

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

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

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

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

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

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

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department/Agency shall take:

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
  2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. **Investigation and Investigative Report.** The County Department/Agency shall immediately investigate breaches and security incidents involving Medi-Cal PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS **within 72 hours of the discovery**. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.
- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a CAP that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.
- If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination
- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the County Department/Agency shall give the notice, subject to the following provisions:
1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications, as well as any costs associated with the breach.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - \_\_\_\_\_

If there is any question as to whether DHCS or the County Department/Agency is responsible for the breach, DHCS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

2. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days from discovery;
  3. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without DHCS review and approval, secondary follow-up notifications may be required; and
  4. DHCS may elect to assume responsibility for such notification from the County Department/Agency.
- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **DHCS Contact Information.** The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

<b>DHCS Breach and Security Incident Reporting</b>
Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a> Telephone: (866) 866-0602 <i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i>

**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.*

<b>PSA Inquires and Questions</b>
Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417  Email: <a href="mailto:countypsa@dhcs.ca.gov">countypsa@dhcs.ca.gov</a>

**XII. COMPLIANCE WITH SSA AGREEMENT**

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the County Departments/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

### **XIII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT**

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

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

DHCS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

#### **XIV. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS**

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. If the County Department/Agency executed the HIPAA Amendment with DHCS, the HIPAA Amendment and Exhibit C will need to be incorporated when applicable. County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at [CountyPSA@dhcs.ca.gov](mailto:CountyPSA@dhcs.ca.gov).

#### **XV. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS

Privacy Office and DHCS Information Security Office in writing, or to enter into a written CAP with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

**XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

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

**XVII. AMENDMENT OF AGREEMENT**

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

**XVIII. TERMINATION**

- A. This Agreement shall terminate on September 1, 2022, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by DHCS and limited to no more than a six (6) month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's

possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

**XIX. TERMINATION FOR CAUSE**

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, DHCS 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 DHCS. This Agreement may be terminated immediately by DHCS if the County Department/Agency has breached a material term and DHCS 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 Medi-Cal PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the Medi-Cal PII shall remain in effect until all Medi-Cal PII is returned or destroyed and DHCS receives a certificate of destruction.

**XX. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on September 1, 2019.

For the County of \_\_\_\_\_

Department/Agency of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)



For the Department of Health Care Services,

_____	_____
(Signature)	(Date)
Jennifer Kent	Director
_____	_____
(Name)	(Title)

**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 DHCS by using the contact information listed in Section XI of this Agreement.

- 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)

**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 from DHCS by using the contact information listed in Section XI of this Agreement.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Health Care Services (DHCS)

**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**

**CERTIFICATION OF COMPLIANCE**

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE	REFERENCE	CERTIFICATIONS
1	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<a href="#">Board Policy 5.065</a>	<p><b>Check the Certification below that is applicable to your company.</b></p> <p><input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.</p>
6	<a href="#">Board Policy 5.050</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Willing to provide GAIN-START participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	<a href="#">LACC 2.203</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.</p>
8	<a href="#">LACC 2.206</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p>

**DECLARATION**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBIT R IS TRUE AND CORRECT.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER  
TIERED COVERED TRANSACTIONS (45 C.F.R. PART 76)**

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

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. Proposer acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each Participant may, but is not required to; check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor/Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor/Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

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

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

**INTERPRETER SERVICES STATEMENT AND CONFIDENTIALITY AGREEMENT**

Case Name:	Case Number:
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**A. Please read the following statement before completing this form:**

The County prefers to use certified bilingual staff or trained interpreters when speaking with you. County employees are knowledgeable about all programs and services and are required to keep the information you share confidential. However, you can choose to use your own interpreter. (A minor cannot be used unless it is an emergency.)

Please be aware that your interpreter may not translate important information correctly. Translation errors may affect how much help or aid you get from the county. Errors may occur because of hard-to-translate concepts and program language. Your own interpreter may not understand the special vocabulary.

The county must ask you sensitive and personal questions. Having a friend or family member interpret might make it hard for you to tell us the sensitive and personal information that may be needed to determine your eligibility. We cannot guarantee that your interpreter will maintain confidentiality of your information.

This agreement does not waive your right to request an interpreter from the County. At any time, you may stop using your own interpreter and request a free interpreter from the County.

**B. Interpreter Services Statement (to be completed and signed by the customer):**

I, \_\_\_\_\_ prefer to communicate in \_\_\_\_\_  
 (Customer's Name) (Specify Language)

I have been informed by the county that I have the right to a free interpreter. I also have the right to use my own interpreter.

I want to use my own interpreter. I know that there may be problems of miscommunication by using my own interpreter and that sensitive information may be discussed during the interpretation.

I give permission to my interpreter named below to hear and interpret information in my interviews with the county. My understanding and this agreement for using my interpreter named below applies for future interviews.

\_\_\_\_\_ Date  
 Customer's Signature

**C. Interpreter Confidentiality Agreement (to be completed and signed by the interpreter):**

I, \_\_\_\_\_ speak both English and \_\_\_\_\_  
 (Interpreter's Name) (Specify Language)

I agree to keep information interpreted in interviews with the county confidential and will not repeat the information to anyone.

My relationship to \_\_\_\_\_ is \_\_\_\_\_  
 (Customer's Name) (Relationship)

\_\_\_\_\_ Date  
 Interpreter's Signature