



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

June 3, 2025

39 June 3, 2025

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

EDWARD YEN
 EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO A SOLE SOURCE CONTRACT WITH
 LOS ANGELES HOMELESS SERVICES AUTHORITY FOR HOMELESS SERVICES
 FOR CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS
 FAMILIES – A COORDINATED ENTRY SYSTEM SERVICE
 (ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval to execute a new two-year sole source contract with the Los Angeles Homeless Services Authority (LAHSA) to provide Homeless Services for California Work Opportunity and Responsibility to Kids (CalWORKs) Families (HSCF) who are experiencing homelessness or at risk of experiencing homelessness. The current contract with LAHSA expires June 30, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or designee, to prepare and execute a contract in substantially similar form as Enclosure I with LAHSA, from July 1, 2025 through June 30, 2027. The annual maximum contract amount is approximately \$25,800,000 for Fiscal Year (FY) 2025-26 and \$11,800,000 for FY 2026-27, with a two-year maximum contract cost of \$37,600,000 funded by CalWORKs Housing Support Program (HSP). The Director of DPSS, or designee, will notify the Board of Supervisors (Board) within ten business days after execution.

2. Delegate authority to the Director of DPSS, or designee, to prepare and execute amendments to extend the contract for two additional one-year periods. Should DPSS exercise the option to extend the contract for two additional one-year periods, the estimated maximum contract amount of each extension year is \$11,800,000, with a four-year maximum contract cost of \$61,200,000. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or designee, will notify the Board within ten business days after execution.
3. Delegate authority to the Director of DPSS, or designee, to prepare and execute amendments to the contract to increase or decrease the maximum contract amount to include additional funds or reduce funds as appropriated by the Board, including but not limited to funds from the Homeless Initiative, and as appropriated by the State during the two-year term of this contract and its extension periods. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or designee, will notify the Board within ten business days after execution.
4. Delegate authority to the Director of DPSS, or designee, to prepare and execute amendments to the contract for: 1) Instances which affect the scope of work, contract term, contract sum, payment terms, or any term or condition; 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 current total contract maximum amount for reasons other than those addressed in Recommendation Number 3 above and based on the 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 designee, will notify the Board within ten business days after execution.
5. Delegate authority to the Director of DPSS, or designee, to terminate the contract, at the County's sole discretion, with a 90-calendar day written notice to the contractor. The approval of County Counsel, CEO, and the new County housing and homeless department as to form will be obtained prior to exercising such termination. The Director of DPSS, or designee, will notify the Board within ten business days after execution.
6. Delegate authority to the Director of DPSS, or designee, and in line with the special circumstances discussed at the April 1, 2025, Board Meeting, to reassign and delegate contract services to the new County housing and homeless department, once established and in full operation. The approval of CEO, County Counsel and the new County housing and homeless department shall be obtained prior to reassignment. The Director of DPSS, or designee, will notify the Board within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow DPSS to continue contracting with LAHSA to provide services to both CalWORKs families and eligible families who were discontinued from CalWORKs due to excess income and are experiencing homelessness or at risk of experiencing homelessness. Services will be provided in each of the eight Service Planning Areas (SPA). Under this contract, LAHSA, through a network of subcontracted providers, provides a comprehensive, streamlined housing support program that effectively and rapidly addresses the immediate housing crisis of eligible families.

LAHSA's expertise in providing assistance to families experiencing homelessness or at risk of experiencing homelessness is critical in stabilizing these eligible families while they address barriers to employment and housing.

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 C – Housing and Homelessness, via Strategy III: Homeless Initiative Framework.

FISCAL IMPACT/FINANCING

The four-year maximum contract amount is \$61,200,000 and is fully funded with CalWORKs HSP funding. Funding is contingent upon the State's budget and the annual distribution of HSP funds from the State to the County. There is no Net County Cost.

Funding for FY 2025-26 includes the estimated annual HSP allocation of \$11,800,000 and an estimated \$14,000,000 in rollover funding from FY 2024-25, for a total of \$25,800,000. The rollover funding amount must be spent first and is restricted for services rendered through December 31, 2025.

Funding for FY 2025-26 is included in the Department's budget. Funding for future years will be included in the Department's annual budget requests.

Funding for these services will be allocated to subcontracted providers in each SPA according to the most recent Greater Los Angeles Homeless Count and other factors. Enclosure II includes a list of SPAs with their estimated allocated funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DPSS is requesting a two-year period contract in an effort to accommodate the timeline set forth in the Board Motion dated April 1, 2025, that establishes a new County department effective January 1, 2026, dedicated to homeless service delivery.

The HSCF contract is administered by LAHSA, and direct services are provided through a network of subcontracted Family Solutions Centers (FSC) and Crisis Housing Agencies located in each of the eight SPAs, as well as any other subcontracted providers deemed necessary for comprehensive services.

The proposed new contract changes the contract name from “Coordinated Entry System for Families” to “Homeless Services for CalWORKs Families - A Coordinated Entry System Service.” The revised contract name provides greater public transparency by clearly indicating that this service supports homeless CalWORKs families.

LAHSA, through a network of subcontracted providers, provides homeless benefits and services which include case management, crisis intervention, prevention services, housing location, referrals, emergency shelter, temporary shelter at hotels or motels when facility-based shelter cannot be arranged, move-in costs, rental subsidies, transportation, and ongoing follow-up activities. These services ensure that families experiencing homelessness are quickly and efficiently housed through standardized assessment, crisis housing, permanent housing, and supportive services.

The contract provides for termination by the County effective ten business days after advanced 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 or limited by the Board. However, the County is requesting delegated authority to the Director of DPSS, or designee, to terminate the contract, at the County’s sole discretion, with a 90-calendar day written notice to the contractor, in effort to support a smooth transition of services to the new County department.

The award of this contract will not result in the unauthorized disclosure of confidential information and will be in full compliance with all applicable federal, State, and County policies and 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 the California Department of Social Services Manual of Policies and Procedures, 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.

In December 1993, in accordance with Government Code 6500, et seq., the County of Los Angeles and City of Los Angeles signed a Joint Exercise of Powers Agreement creating LAHSA to specifically address the problems of homelessness. As a result, DPSS

has contracted with LAHSA to provide these homeless benefits and services for over 30 years.

In accordance with Board Policy 5.100, Sole Source Contracts and Amendments, the Department notified the Board on August 21, 2024, of its intent to negotiate a sole source contract with LAHSA and the Sole Source Checklist (Enclosure III) has been completed.

For FY 2025-26, LAHSA will continue to work with their current network of subcontractors, which include the FSCs and Crisis Housing Agencies. If necessary, LAHSA will solicit for new subcontractors through a competitive solicitation process. LAHSA will subcontract with a minimum of one FSC in each SPA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will enable the Department to continue assisting eligible families to transition to self-sufficiency and successfully attain permanent housing. LAHSA's current role as the lead in administering the Coordinated Entry System allows for the provision of services to homeless families and those at risk of homelessness that is instrumental in stabilizing eligible families.

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 of the Board is requested to return one stamped Adopted Board letter to the Director of DPSS.

Respectfully submitted,



JACKIE CONTRERAS, Ph.D.
Director

JC:pd

Enclosures

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

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LOS ANGELES HOMELESS SERVICES AUTHORITY

FOR

**HOMELESS SERVICES FOR CALIFORNIA WORK
OPPORTUNITY AND RESPONSIBILITY TO KIDS FAMILIES –
A COORDINATED ENTRY SYSTEM SERVICE**

July 1, 2025

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

TABLE OF CONTENTS

SECTION	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	3
3.0	WORK	11
4.0	TERM OF CONTRACT	11
5.0	CONTRACT SUM	12
6.0	ADMINISTRATION OF CONTRACT- COUNTY	23
6.1	County Contract Director (CCD)	23
6.2	Supervising County Contract Administrator (SCCA)	24
6.3	County's Contract Administrator (CCA)	24
6.4	County's Contract Program Manager (CCPM)	24
6.5	Contract Program Monitor (CPM)	25
7.0	ADMINISTRATION OF CONTRACT-CONTRACTOR	25
7.1	Contractor's Contract Manager	25
7.2	Approval of Contractor's Staff	26
7.3	Contractor's Staff Identification	26
7.4	Background and Security Investigations	26
7.5	Confidentiality	27
8.0	STANDARD TERMS AND CONDITIONS	28
8.1	Assignment and Delegation/Mergers or Acquisitions	28
8.2	Amendments and Change Notices	29
8.3	Authorization Warranty	29
8.4	Budget Reductions	30
8.5	Complaints/Grievances	30
8.6	Compliance with Applicable Law	31
8.7	Compliance with Civil Rights Laws	31
8.8	Compliance with the County's Jury Service Program	34
8.9	Conflict of Interest	35
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	36
8.11	Consideration of Hiring GAIN/START Participants	36
8.12	Contractor Responsibility and Debarment	36

TABLE OF CONTENTS

SECTION	TITLE	PAGE
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law.....	39
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	39
8.15	County's Quality Assurance Plan	39
8.16	Intentionally Omitted.....	40
8.17	Employment Eligibility Verification	40
8.18	Counterparts and Electronic Signatures and Representation.....	40
8.19	Fair Labor Standards Act (FLSA)	41
8.20	Force Majeure	41
8.21	Governing Law, Jurisdiction, and Venue	41
8.22	Independent Contractor Status.....	42
8.23	Indemnification	42
8.24	General Provisions for all Insurance Coverage	43
8.25	Insurance Coverage	47
8.26	Most Favored Public Entity	49
8.27	Nondiscrimination and Affirmative Action	49
8.28	Non Exclusivity	51
8.29	Notice of Delays	51
8.30	Notice of Disputes	51
8.31	Notice to Employees Regarding the Federal Earned Income Credit ..	51
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law...	51
8.33	Notices	51
8.34	Prohibition Against Inducement or Persuasion.....	52
8.35	Public Records Act	52
8.36	Publicity.....	52
8.37	Record Retention and Inspection-Audit Settlement.....	53
8.38	Recycled Bond Paper.....	54
8.39	Subcontracting	54
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	56
8.41	Termination for Convenience	56

TABLE OF CONTENTS

SECTION	TITLE	PAGE
8.42	Termination for Default	56
8.43	Termination for Improper Consideration	58
8.44	Termination for Insolvency	58
8.45	Termination for Non-Adherence of County Lobbyist Ordinance	59
8.46	Termination for Non-Appropriation of Funds	59
8.47	Validity	59
8.48	Waiver	59
8.49	Warranty Against Contingent Fees.....	60
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	60
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	60
8.52	Time off for Voting	60
8.53	Compliance with County's Zero Tolerance Human Trafficking	61
8.54	Compliance with Fair Chance Employment Practices	61
8.55	Compliance with the County Policy of Equity	61
8.56	Prohibition from Participation in Future Solicitation(s)	62
8.57	Injury and Illness Prevention Program.....	62
8.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	62
8.59	Government Observations.....	62
8.60	Liquidated Damages.....	62
9.0	UNIQUE TERMS AND CONDITIONS	63
9.1	Compliance with Auditor-Controller Contract Accounting and Administration Handbook	63
9.2	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. Part 76).....	64
9.3	Child/Elder Abuse/Fraud Reporting	64
9.4	Collective Bargaining Agreement	65
9.5	Contractor's Charitable Activities Compliance	65
9.6	Fiscal Accountability	65
9.7	Participation in the Homeless Management Information System (HMIS)	65
9.8	Performance Requirements.....	66

TABLE OF CONTENTS

SECTION	TITLE	PAGE
9.9	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	66
9.10	Privacy and Security Agreement (PSA)	66
10.0	SURVIVAL	67
	SIGNATURES	69

STANDARD EXHIBITS:

- Exhibit A - Statement of Work (SOW)
- Exhibit B - Contract Budget
- Exhibit C - Contractor's Sample Invoice
 - C-1 - Contractor's Sample Monthly Invoice
 - C-2 - Contractor's Sample Reconciliation Invoice
- Exhibit D - Contractor's Equal Employment Opportunity Certification
- Exhibit E - County's Administration
- Exhibit F - Contractor's Administration
- Exhibit G - Contractor's Non-Discrimination In-Service Certification
- Exhibit H - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit I - Safely Surrendered Baby Law
- Exhibit J - Confidentiality Agreements
 - J-1 - Contractor Acknowledgement and Confidentiality Agreement
 - J-2 - Contractor Employee Acknowledgement and Confidentiality Agreement
 - J-3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit K - Information Security and Privacy Requirements
- Exhibit L - California Department of Social Services (CDSS) 2019 Privacy and Security Agreement
- Exhibit M - Department of Health Care Services (DHCS) 2019 Medi-Cal Privacy and Security Agreement
- Exhibit N - Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

- Exhibit O - Certification of Compliance and Declaration
- Exhibit P - Charitable Contributions Certification
- Exhibit Q - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- Exhibit R - Civil Rights Forms
 - R-1 - Complaint of Discriminatory Treatment
 - R-2 - Department of Public Social Services Americans with Disabilities Act (ADA) Complaint Form
 - R-3 - Civil Rights Training Report
 - R-4 - ADA Title II Training Report
 - R-5 - Civil Rights Complaint Flowchart Process for Contractors
 - R-6 - Civil Rights Complaint Investigation Process
 - R-7 - Your Rights Under California Benefits Programs – PUB 13
 - R-8 - Civil Rights Information Notice – PA 2457
- Exhibit S - Subcontractor's Contact List by Service Planning Area
- Exhibit T - DHCS 2024 Medi-Cal Privacy and Security Agreement

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY
FOR
HOMELESS SERVICES FOR CALIFORNIA WORK OPPORTUNITY
AND RESPONSIBILITY TO KIDS FAMILIES –
A COORDINATED ENTRY SYSTEM SERVICE**

This Contract ("Contract") made and entered into this 1st day of July 2025 by and between the County of Los Angeles Department of Public Social Services (DPSS), hereinafter referred to as "County" and Los Angeles Homeless Services Authority (LAHSA), hereinafter referred to as "Contractor". LAHSA is located at 707 Wilshire Blvd., 10th Floor, Los Angeles, California 90017.

RECITALS

WHEREAS, Contractor is a joint powers authority, created by the City of Los Angeles and the County of Los Angeles; and

WHEREAS, Contractor, through a network of subcontractors, is qualified to provide assistance with homeless benefits and services to both California Work Opportunities and Responsibility to Kids (CalWORKs) families and families who were discontinued from CalWORKs due to excess income and are experiencing homelessness or at risk of experiencing homelessness, as set forth hereunder and warrants that it possesses the competence, expertise, and personnel necessary to provide such services; and

WHEREAS, County finds it necessary to secure such services; and

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

WHEREAS, this Contract is authorized under California Government Code Section 26227.

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

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

Standard Exhibits:

- Exhibit A - Statement Of Work (SOW)
- Exhibit B - Contract Budget
- Exhibit C - Contractor's Sample Invoice
 - C-1 - Contractor's Sample Monthly Invoice
 - C-2 - Contractor's Sample Reconciliation Invoice
- Exhibit D - Contractor's Equal Employment Opportunity Certification
- Exhibit E - County's Administration
- Exhibit F - Contractor's Administration
- Exhibit G - Contractor's Non-Discrimination In-Service Certification
- Exhibit H - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit I - Safely Surrendered Baby Law
- Exhibit J - Confidentiality Agreements
 - J-1 - Contractor Acknowledgement and Confidentiality Agreement
 - J-2 - Contractor Employee Acknowledgement and Confidentiality Agreement
 - J-3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit K - Information Security and Privacy Requirements
- Exhibit L - California Department of Social Services (CDSS) 2019 Privacy and Security Agreement
- Exhibit M - Department of Health Care Services (DHCS) 2019 Medi-Cal Privacy and Security Agreement
- Exhibit N - Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

- Exhibit O - Certification of Compliance and Declaration
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 - R-6 - Civil Rights Complaint Investigation Process
 - R-7 - Your Rights Under California Benefits Programs – PUB 13
 - R-8 - Civil Rights Information Notice – PA 2457
- Exhibit S - Subcontractor Contact List by Service Planning Area
- Exhibit T - DHCS 2024 Medi-Cal Privacy and Security 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 Contract, Subsection 8.2, 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 After Hours Emergency Response Hotline Program** – Operated by a regional community based non-profit service provider, this program is

designed to provide an after-hours emergency response hotline for homeless families in Los Angeles County.

- 2.2 Assist in the Administration of the Program** – Performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting Personal Identifiable Information (PII) for such purposes, to the extent such activities are authorized by law.
- 2.3 Assist in the Administration of the Medi-Cal Program** – Performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII or PII for such purposes, to the extent such activities are authorized by law.
- 2.4 At Risk of Homelessness Family** – A family that will experience homelessness as defined by DPSS if preventive assistance is not provided.
- 2.5 Board of Supervisors (Board)** – The Board of Supervisors of the County acting as governing body.
- 2.6 Breach** – Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII or PII, whether electronic, paper, verbal, or recorded.
- 2.7 CalWORKs Homeless Family** – A family on CalWORKs that lacks a fixed and regular nighttime residence, has a primary nighttime residence that is supervised by publicly or privately operated shelter designed to provide temporary living accommodations, resides in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or receives a notice that could lead to eviction.
- 2.8 CalWORKs Non-Welfare-to-Work (WtW) Family** – A CalWORKs family that is not enrolled or required to participate in the WtW Program.
- 2.9 CalWORKs Program** – CalWORKs, a public assistance program to provide financial assistance, social services, and employment services to families with dependent children.
- 2.10 CalWORKs WtW Family** – A CalWORKs family that is enrolled in a WtW Program.
- 2.11 California Statewide Automated Welfare System (CalSAWS)** – A fully integrated system for the online administration and management of

welfare programs that serves all 58 California counties and will support six core programs: CalWORKs, Supplemental Nutritional Assistance Program (SNAP) known as CalFresh in California, Medi-Cal, Foster Care, Refugee Assistance, and County Medical Services. It encompasses the following functions: eligibility determination, benefit computation, benefit delivery, case management and information management. Based on individual consortium business requirements, other programs or functions may be included in a consortium system.

- 2.12 California Department of Social Services (CDSS)** - CDSS 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.
- 2.13 Contract Discrepancy Report (CDR)** – A report used by the County to record discrepancies or performance problems with Contractor. If Contractor's performance is judged unsatisfactory, the County Contract Administrator is required to forward a CDR to the Contractor for response.
- 2.14 Contractor Staff** – Those employees of the contractor, subcontractors, vendors and agents performing any functions for the Contractor that require access to and/or use of Medi-Cal PII or PII and that are authorized by the Contractor to access and use Medi-Cal PII or PII.
- 2.15 Coordinated Entry System for Families (CESF)** – The CESF consists of at least one Family Solutions Center (FSC) in each of the eight Service Planning Areas in Los Angeles County. The FSCs provide a service delivery system specifically for families who are homeless or at risk of homelessness.

DPSS Homeless Case Manager (HCM) can refer CalWORKs families who are homeless or at risk of homelessness to the appropriate FSC when the family has exhausted or is ineligible for CalWORKs housing/homeless programs.

Information about the benefits the FSCs provide to CalWORKs families, are tracked within the Homeless Management Information System (HMIS) which is used by the FSCs.

- 2.16 Crisis Housing Agencies** – Agencies funded to provide short-term safe and adequate nighttime residences for homeless families during their transition to permanent housing.
- 2.17 Day(s)** – Calendar day(s) unless otherwise specified.
- 2.18 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.

- 2.19 DPSS Homeless Case Management** – A method of assessing the needs of CalWORKs homeless and at risk of homelessness families through arranging, coordinating, monitoring, evaluating, and advocating to develop a package of multiple services to meet the specific complex needs of each family.
- 2.20 DPSS Homeless Case Manager (HCM)** – Greater Avenues for Independence (GAIN) Services Workers (GSWs) are assigned to all 19 CalWORKs district offices as HCMs to provide case management and to facilitate access to appropriate benefits/services for homeless and at risk of homelessness families applying for or already receiving CalWORKs. An HCM can request an expedited (next-day) appointment for GAIN.
 - a. District HCM – HCMs located at the CalWORKs District offices.
 - b. Out-stationed HCM – HCMs out-stationed at the FSCs and works collaboratively with the FSC team.
- 2.21 DPSS Homeless Programs for CalWORKs Families** – DPSS Homeless Programs can assist eligible CalWORKs homeless and at risk families with Temporary Homeless Assistance, Temporary Homeless Assistance Program +14 (THAP+14), Permanent Homeless Assistance, Moving Assistance, Emergency Assistance to Prevent Eviction, and 4-Month Rental Assistance.
- 2.22 Family Discontinued from CalWORKs** – A family that discontinued from CalWORKs due to income while enrolled in the CESF, provided that the family has not exceeded the 16-months' of benefits and services.
- 2.23 Family Solutions Center (FSC)** – Regional community-based non-profit service providers funded to provide standardized assessments and coordinated access to housing and supportive services, specifically designed for homeless families in Los Angeles County. The HCM and the Family Response Team (FRT) will be located at the FSC.
- 2.24 FSC Case Manager** – FSC staff responsible for completing the standardized assessments, implementing the family's individual housing stability plan, providing housing search and placement assistance, coordinating the use of benefits for which the family may be eligible, connecting the family to community based supportive services, and providing housing retention services.
- 2.25 FSC Family Response Team (FRT)** – FSC staff responsible for a triage screening, coordinating crisis housing, connecting families to supportive

services to address any immediate needs, and scheduling a standardized assessment with an FSC Case Manager.

- 2.26 Fiscal Year (FY)** – The 12-month period beginning July 1st and ending the following June 30th.
- 2.27 Greater Avenues for Independence (GAIN) Program** – Acronym for Los Angeles County's WtW Program, "GAIN", that provides comprehensive WtW services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.28 GAIN Services Worker (GSW)** – A DPSS or contracted employee who works with participants enrolled in the GAIN Program.
- 2.29 Housing Navigator** – A family's primary point of contact, which is often a social worker, case manager, outreach worker, or volunteer assigned to the FSC. The primary function is to: 1) assist clients in collecting necessary documents for housing applications, 2) accompany families to housing appointments and 3) assist families in navigating the entire housing research and placement process.
- 2.30 Homeless** – A CalWORKs Assistance Unit is considered homeless when it lacks a fixed and regular nighttime residence. It is sharing a residence with family or friends on a temporary basis; it has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations; it is residing in a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; it has a need for housing in a commercial establishment (e.g. hotel/motel), shelter, publicly funded transitional housing or from a person in or not in the business of renting properties.
- 2.31 Homeless Benefits** – Financial assistance for homeless families that cover costs such as: emergency shelter, hotel/motel vouchers, move-in costs (security deposits), rental subsidies, and transportation.
- 2.32 Homeless Case Management Program** – A DPSS program that provides homeless case management services to CalWORKs families who are homeless or at risk of homelessness.
- 2.33 Homeless Services** – Supportive services activities provided to homeless families that may include: case management, crisis intervention, housing location, referrals, and ongoing follow-up activities.
- 2.34 Los Angeles Continuum of Care (LACoC) Homeless Management Information System (HMIS)** – The system used to streamline intake of homeless consumers and confidentially track data on homeless individuals and families who use the housing and service systems within the LACoC.

- 2.35 Medi-Cal PII** – 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), place and date 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.
- 2.36 Non-FSC Subcontractor** – Regional community based non-profit service provider subcontracted to provide DPSS-funded services designed for homeless families in Los Angeles County. These agencies do not function as, or fulfill all the responsibilities of, FSCs but are subcontracted to operate one or more programs to serve homeless families in Los Angeles County.
- 2.37 Permanent Housing Assistance Services (PHASE)** - A web-based tracking application developed by DPSS to capture homeless data for CalWORKs families. PHASE captures homelessness history, education, employment, income, need for services, and service referrals for each family.
- 2.38 Prevention** - Homeless Prevention is assistance aimed to help rent-burdened, low-income participants resolve a crisis that would otherwise lead to a loss of housing. Homeless Prevention involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance; housing-conflict resolution and mediation with landlords and/or property managers budgeting; housing search and connection; housing stabilization planning; legal assistance and other services required by the household.
- 2.39 Problem-Solving** - A short-term housing intervention that seeks to assist participants to maintain their current housing or identify an immediate and safe housing alternative within their own network of family, friends and social supports. By working alongside people facing a housing crisis in an empowering manner, Problem-Solving can assist them at the very beginning of their housing crisis, or shortly after they enter the system. Problem-Solving also ensures that those households who do not have alternative housing options are quickly connected to existing emergency or crisis housing services to ensure their immediate health and safety needs are met.

Problem-Solving is attempted as the first intervention with persons experiencing a housing crisis newly presenting or returning to the CESF.

Households are engaged in a deliberate (or multiple) thoughtful and individualized conversation(s) that seeks to solve their immediate or near-term housing crisis. Problem-Solving is an intervention (as opposed to a program) that occurs before any formal, documented assessment takes place. In effect, the individualized conversation is the first step in a phased assessment approach that does NOT rely on any sort of checklist or form. Problem-Solving conversations rely on the ability of staff (through a guided conversation and deep listening) to help uncover the unique needs and assets of the household presenting for assistance and use that rapport to identify connections the household may have outside of the homeless system.

2.40 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.

2.41 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.

2.42 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).

2.43 Statement of Work (SOW) - A written description of the work to be performed by Contractor to meet the needs of the County, including

special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

- 2.44 Subcontract** - An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.45 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 Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.46 Supportive Services** – Services that address specific barriers (e.g. substance use disorder, mental health, domestic violence, etc.) that may prevent a family from becoming employed and attaining self-sufficiency.
- 2.47 Time Limited Subsidy (TLS) (formerly Rapid Re-Housing)** – A Housing First, Low Barrier, Harm Reduction, Crisis Response program focused on quickly resolving the crisis of homelessness for eligible participants and assisting them with moving into a permanent housing situation. TLS is a category within Permanent Housing. TLS connects families, individuals, and youth experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services. TLS programs help families, individuals and youth living on the streets or in emergency shelters solve the practical and immediate challenges to obtaining permanent housing while reducing the amount of time they experience homelessness, avoiding a near-term return to homelessness, and linking to community resources that enable them to achieve housing stability in the long-term.

The TLS program provides limited term rental subsidies and supportive services to assist individuals experiencing homelessness to return to permanent housing as quickly as is possible.

This program consists of three core components:

1. Housing Identification;
2. Rent and Move-in assistance – includes:
 - A) Security deposits,
 - B) Move-in expenses,
 - C) Rent (including arrearages), and Utilities; and

3. TLS case management and services.

TLS is not the same as Crisis housing which allows contractors to utilize available site-based resources before administering Motel Voucher resources (similar to the THAP).

2.48 Unsheltered Families – Eligible families who are living in their vehicle, abandoned building, park, the street, bus stop, or other places not meant for human habitation.

2.49 Welfare to Work Program (WtW) – A program to assist parents/participants on public assistance to achieve economic self-sufficiency by obtaining unsubsidized employment.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract.

3.4 Contractor shall, in a manner satisfactory to County, perform the services described herein above and as set forth in Exhibit A, Statement of Work.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be two years commencing on July 1, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods, for a maximum total Contract term of four years. Each such extension option may be exercised at the sole discretion of Director of DPSS or their designee as authorized by the Board.

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor 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 DPSS at the address herein provided in Exhibit E, County's Administration.

4.4 Completion of Contract

Contractor shall allow County or newly selected Contractor a 30-calendar day transition period, prior to the expiration of this Contract, for orientation purposes and the orderly transition of the Contractor's current operation without additional costs to County. A shorter time period may be determined by the County at its discretion. Contractor shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold 50 percent to 100 percent of the last two months' payments as liquidated damages.

5.0 CONTRACT SUM

5.1 The Maximum Contract Amount for the two-year term of this Contract is \$37,600,000.

Should the County exercise its option to extend the term of the Contract for two additional one-year periods pursuant to Subsection 4.2, the annual contract amount for each optional year is \$11,800,000. If such options are exercised by the County, the estimated total contract amount shall be \$61,200,000.

5.2 The Annual Maximum Amount of this Contract by FY is as follows:

Funding Source	FY 2025-26	FY 2026-27
Housing Support Program (HSP)	\$25,800,000*	\$11,800,000

*FY 2025-26 HSP funding includes the original budgeted amount of \$11,800,000 and an estimated \$14,000,000 of rollover funding from FY 2024-25 for a total of \$25,800,000. This amount may change based on the amount of the FY 2024-25 rollover funding.

Funding is contingent upon the State's budget, the receipt of funds from the State to the County, and Board direction on the use of funds related to homeless prevention. 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.

NOTE: The State requires that HSP (WtW and non-WtW) expenditures are claimed separately.

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

5.2.2 The Annual Maximum Amount is allocated as follows:

5.2.2.1 Contractor shall allocate no more than ten percent of the Annual Maximum Amount for Contractor's administrative costs.

5.2.2.2 No less than 90 percent of the Annual Maximum Amount shall be annually allocated to direct services and benefits provided to eligible participants, including Subcontractors (e.g., FSCs and Crisis Housing Agencies by Service Planning Areas (SPA)).

5.2.2.3 Contractor shall utilize no less than 50 percent of the annual HSP funds on direct services and benefits provided to eligible participants, including Subcontractors (e.g., FSCs and Crisis Housing Agencies by SPA).

5.2.2.4 Contractor shall use the most recent, available homeless count data to calculate the percentage of families by SPA and allocate the distribution of funds per SPA according to this demonstrated need for services on an annual basis. With DPSS pre-approval, Contractor may allocate funding based on other factors, not subject to the above-mentioned methodology.

5.2.3 Exhibit B, Contract Budget, sets out the line item expenses per FY.

5.2.4 Contractor may request to revise the Contract Budget, not more frequently than every fiscal quarter, by sending a written request to the County Contract Administrator (CCA) with justification for the change, details of the changes to occur, and a revised budget, as follows:

5.2.4.1 Reallocation of Administrative Budget

5.2.4.1.1 Contractor may, without County prior written approval, reallocate funds up to ten percent

among each of the Administrative budget line items as shown in Contract Budget, Exhibit B, no more than once per quarter (except for the 4th quarter) and must submit a Budget Modification prior to the end of the affected quarter.

5.2.4.1.2 Contractor may, with County's prior written approval, reallocate funds greater than ten percent among each of the Administrative budget line items or more than once per quarter (except for the 4th quarter). Such requests must be submitted to County no later than the end of the affected quarter.

5.2.4.1.3 If Contractor requests to reallocate funds among the Administrative budget line items in the 4th quarter, the request for prior approval shall be submitted to County no later than May 15th of each FY.

Any such reallocation shall not cause the administrative costs to exceed ten percent of the Annual Maximum Amount as stated in Subsection 5.2 above. Reallocation of funds shall not increase the Annual Maximum Amount indicated in Subsection 5.2 and shall not increase the Maximum Contract Amount indicated in Subsection 5.1.

5.2.4.2 Contractor may, with prior DPSS approval, shift funds between Subcontractors within the same SPA.

5.2.4.3 With prior DPSS approval, Contractor may shift funds under this Contract across SPAs and programs. As part of the request to DPSS, Contractor will provide the following:

- a. For SPA receiving increase in funds:
 - Documented use and expenditure of existing funds; and
 - Justification of an ongoing/continued need to serve more homeless families (e.g. increased homeless families/counts in the SPA, pending applications for assistance in SPA, among others).
- b. For SPA receiving a decrease in funds:
 - Demonstrate that sufficient funding will be maintained in the SPA to meet service needs.

- Demonstrate the availability of funds is not due to failure to connect participants in need with services.

Contractor will request approval from DPSS at least 30 calendar days prior to the proposed effective date. Electronic written and verbal communication are strongly encouraged to assist in maintaining a record and open line of communication regarding request from Contractor and approval (or denial) of request from DPSS.

5.2.4.4 Contractor shall not shift funds allocated for direct services to Contractor for administrative costs.

5.3 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, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 Contractor shall maintain an accounting system that segregates all funding received by funding source. Funds allocated for direct services shall also be segregated by SPA. Funds provided by County to Contractor for services under this Contract (HSP Funds) shall be coded with a designation specific to the Contract. Contractor shall provide cash balance reports for HSP Funds upon request, which may be reconciled against Contractor's quarterly bank statements.

5.5 The Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred 75 percent of the Maximum Contract Amount under this Contract. Upon occurrence of this event, Contractor shall send written notification to the County Contract Administrator as provided in Exhibit E, County's Administration.

5.6 Advances and Settlements

It is the intent of County to provide Contractor advance funds to enable Contractor to make payments to Subcontractors providing CESF services and to cover Contractor's administrative cost provided Contractor meets the following requirements:

5.6.1 Contractor shall request advance funds in writing and must demonstrate the need for the advance funds and that the advances are absolutely necessary to allow Contractor to provide CESF services. Prior to advances being issued for each FY,

Contractor shall develop a plan on how it will utilize, distribute, monitor, and repay advance funds back to County. This plan must be submitted with Contractor's request for advance funds. If the Department determines that a Cash Advance is in the County's best interest and necessary, DPSS will review and authorize the Cash Advance. In addition to and consistent with the above, Contractor shall submit the following documentation with the request for advance funds:

- 5.6.1.1 Contractor's independent audit report and single audit for ongoing concern qualifications or other issues; and
 - 5.6.1.2 Contractor's financial status documents (evaluating the agency's net worth, operating income, available cash and current assets compared to current liabilities); and
 - 5.6.1.3 Contractor's business plan which demonstrates how Contractor will repay advances, upon request by County; and
 - 5.6.1.4 Contractor's financial viability assessment (evaluating the agency's net worth, operating income, available cash and current assets compared to current liabilities) for each subcontractor at the beginning of each FY to determine the amount of advance funds for the year and shall submit the assessment results to County as part of supporting documentation to justify the annual advance request.
- 5.6.2 The advancement of funds must be in compliance with all applicable rules and regulations.
- 5.6.3 County reserves the right to approve or deny Contractor's request for advance funds. Contractor may submit a request for advance funds each FY requesting advance payment. The advance payment invoices shall be submitted at the beginning of each fiscal year as follows:
- 5.6.3.2 Administrative Cost:
 - a. HSP funds:

The amount of advance funds authorized and paid for administrative costs will be determined at the discretion of the County and shall not exceed the monthly average actual cost of the prior FY.
 - 5.6.3.3 Direct Services Cost:
 - a. HSP funds:

- The amount of advance funds authorized and paid for direct services for each FY will be determined at the discretion of the County and shall not exceed three times the monthly average actual cost of the prior FY.
- The amount of advance funds authorized and paid for direct services to the subcontractors will be determined at the discretion of the County and shall not exceed twice the monthly average actual cost of the prior FY.

5.6.4 Upon County's receipt of the advance payment request and supporting documentation as specified in Paragraph 5.6.1, advanced funds will be paid to Contractor 20 calendar days after County's approval.

5.6.5 Advanced funds must be repaid to County prior to the end of the FY in which the advance is provided as specified in Paragraph 5.6.6.

5.6.6 County shall recoup all advances by June 30th of the FY by offsetting 33.3 percent of the advanced amount from the February invoice, 33.3 percent of the advanced amount from the March invoice, and 33.4 percent of the advanced amount from the April invoice. If the full amount to be recouped according to this Paragraph 5.6.6 from any invoice month (February through April) is insufficient to enable the County to recoup the amount due, Contractor shall pay the balance due to the County within three business days of the County's approval of the invoice. All advanced funds shall be recouped no later than June 30th of the FY.

5.6.6.1 Contractor shall submit recouping balance payment to the address listed in Paragraph 5.6.10. The billing memo shall be provided by the County. Should County provide a written request for payment (Billing Memo), Contractor shall include a copy of the Billing Memo with the payment check.

5.6.6.2 Contractor shall provide a copy of the Billing Memo and a copy of the recouping balance payment check to the CCA listed in Exhibit E, County's Administration, and to such additional addresses as may be directed in writing from time to time by the CCA.

5.6.7 If this Contract terminates sooner for any reason provided for in this Contract, County may recoup any advances from

Contractor's invoices that were received up to 60 days prior to the termination date. If any additional recouping is necessary after the final invoice is received Contractor shall pay the balance to the County within ten business days of County's request.

- 5.6.8 Contractor shall maintain a system of accounting records that clearly identifies revenues and expenditures by the use of cost centers or separate accounts. The system will ensure that funds are not comingled and that funds are readily available for the repayment of advances.
- 5.6.9 Any interest earned on advanced funds shall be calculated and paid to DPSS on a quarterly basis. During the FY closeout process, any interest earned on advanced funds will be calculated and paid to DPSS no later than July 30th.
- 5.6.10 Contractor shall submit all interest payments with the Billing Memo directly to:

**Los Angeles County
Department of Public Social Services
Fiscal Operations Division
Attn: Central Cashier
P.O. Box 2276
Basset, CA 91746-2276**

- 5.6.11 Contractor shall provide bank statements on a quarterly basis by the 25th calendar day after the quarter ends to ensure amounts on hand are appropriate and not excessive.

5.7 Invoices and Payments

- 5.7.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, and elsewhere hereunder. Contractor shall prepare monthly invoice using Exhibit C-1, Contractor's Sample Monthly Invoice. This invoice shall include the charges owed to Contractor by the County by funding source under the terms of this Contract. Contractor's payments shall be provided in accordance with Exhibit B, Contract Budget, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If County does not approve work in writing, no payment shall be due to Contractor for that work.
- 5.7.2 For the first three quarters of the FY, the monthly invoices shall be submitted and paid as follows:
- For the first and second month of each quarter, monthly invoices are to be submitted within ten calendar days after

the end of the month in which CESF services were provided. The Contractor shall be paid 1/12 of the Annual Maximum Amount for the first and second month of each quarter.

- County shall not make monthly payment for the third month of each quarter until the Quarterly Reconciliation Invoice is received and processed. Contractor shall submit a Quarterly Reconciliation Invoice of actual costs for the three-month period. The Quarterly Reconciliation Invoice shall be submitted within 30 calendar days after the end of that quarter. For example, the first Quarterly Reconciliation Invoice for July through September shall be submitted to County no later than October 30th. The County shall pay Contractor the difference between the amount of Contractor's actual cost for the quarter and the amount paid for the first two months. In no event shall the County be liable for any amount over the Annual Maximum Amount.
- The County reserves the right to review Contractor expenditures at any time after the first quarter of the FY. If Contractor has not sufficiently utilized funding provided previously, County may withhold additional monthly payments until such time as the Contractor can demonstrate to the County's satisfaction that all previously paid funds have been fully utilized.

5.7.3 For the fourth/last quarter of each FY, monthly invoices shall be submitted and paid as follows:

- For the first and second month of the last quarter, monthly invoices are to be submitted within ten calendar days after the end of the month in which CESF services were provided. Contractor shall be paid 1/12 of the Annual Maximum Amount for the first and second month of the last quarter.
- For the final month of the last quarter, the partial June invoice shall be submitted no later than June 15th for the amount equal to 1/24 of the Annual Maximum Amount.
- Contractor shall submit the Quarterly Reconciliation Invoice of actual costs for the fourth quarter by July 30th.

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

5.7.5 Contractor shall submit an original and one copy of the invoice and back-up documents to the attention of the CCA listed in

Exhibit E, County's Administration and to such additional addresses as may be directed in writing from time to time by the CCA.

- 5.7.6 For invoicing purposes, Contractor shall clearly identify the Contract name, the funding source, and the CalWORKs population served (WtW, non-WtW).

For claiming purposes, Contractor shall clearly identify, and separate administrative and direct costs related to HSP funding.

- 5.7.7 All invoices submitted by Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. County shall make a reasonable effort to effect payment to Contractor within 30 calendar days of receipt of an invoice which is accurate as to form and content. Payment to Contractor will be made monthly in arrears in the amount specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.

- 5.7.8 Contractor shall ensure that Subcontractors submit accurate and timely invoices and properly track all their expenditures. County reserves the right to review Subcontractors' invoices and expenditures.

- 5.7.9 Contractor shall properly review Subcontractors' invoices to ensure that the HSP funds will only be used for CalWORKs WtW and non-WtW families, and families discontinued from CalWORKs due to income. The Contractor shall ensure that the Subcontractors provide separate invoices for HSP WtW and Non-WtW expenditures. Contractor shall be responsible for reimbursing County for all charges paid for benefits and services provided by Subcontractors to ineligible families.

- 5.7.10 Contractor shall not exceed each FY's Maximum Annual Contract Amount set forth in Contract, Subsection 5.2. Unspent money from the current FY shall not be rolled over to the following FY, unless allowed by funding source.

- 5.7.11 After Contractor submits its final invoice for the FY, including any adjustments for prior months, and County determines funds are owed to Contractor, it shall pay Contractor's approved final FY invoice within 30 calendar days of receipt of invoice and back-up documentation. However, if County determines that Contractor has been overpaid, Contractor shall pay County within 30

calendars days of such determination. If Contractor does not agree on the amount owed, County and Contractor shall meet within ten calendar days to work to resolve the disagreement.

5.7.12 The final invoice for the term of the Contract shall be submitted no later than July 30th or on the 30th of the month immediately following the termination month. County shall not be liable for any invoice received more than 30 calendar days following the final invoice due date.

5.7.12.1 Contractor shall provide a final invoice, with all supporting documents, for all of the services provided through June 30th or for the final month of the contract on an accrual basis.

5.7.12.2 County shall process the final invoice within 30 calendar days of receipt from Contractor.

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

5.7.14 County shall have no requirement for payment other than as set forth in this Contract.

5.7.15 Subject to County's right to terminate earlier as provided herein, Contractor shall, upon receipt of notice of termination:

5.7.15.1 Immediately eliminate all new costs and expenses under this Contract. In addition, the Contractor shall immediately minimize all other costs and expenses under this Contract. Contractor shall only be reimbursed for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

5.7.15.2 Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

5.7.16 Subject to non-appropriation of funds, default of Contractor, substandard performance of Contractor, improper consideration given/offered to County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce County's legal requirements for services, Contractor shall, upon receipt of notice of

termination, comply with the terms stated in Contract, Subsection 5.7, Paragraph 5.7.15 herein above.

5.7.17 If this Contract is terminated pursuant to Contract, Subsection 8.41, Termination for Convenience, Contractor shall not perform work after the termination date of this Contract and County shall not be responsible for payment.

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

5.7.17.2 Prior to receiving final payment under this Contract, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract.

5.7.18 This Contract is valid and enforceable only if sufficient funds are made available by the County Budget of the applicable FY for the purposes of this Contract.

5.7.19 County shall not be liable for billings submitted one year after any services are rendered under this Contract.

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

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

5.8.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

5.8.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.9 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.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit E, County's Administration. The County will notify the Contractor in writing within five business days of any change in the names or addresses shown.

6.1 County Contract Director (CCD)

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

- 6.1.1 Ensuring that the administrative 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, Supervising County Contract Administrator below; and
- 6.1.3 Negotiating with Contractor changes in service requirements pursuant to Contract, Subsection 8.2, Amendments and Change Notices.

The CCD is not authorized to make any changes in any of the terms and conditions of this Contract except as specified in Contract, Subsection

8.2, Amendments and Change Notices, 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 administrative of this Contract; and

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

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

6.3 County's Contract Administrator (CCA)

County shall designate one person who will have the authority to act as the CCA on administrative 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 Providing direction to the Contractor in the areas relating to contract, invoicing, and administrative procedural requirements;

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

6.3.4 Preparing amendments in accordance with the Contract, Subsection 8.2, Amendment and Change Notices.

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

6.4 County's Contract Program Manager (CCPM)

County shall designate one person who will have the authority to act as the CCPM on all matters of policy, program and operational aspects of the Contract. The responsibilities of the CCPM include:

6.4.1 Providing direction to Contractor in the areas of County policy, program, and operational requirements;

- 6.4.2 Ensuring that the objectives of this Contract are met;
- 6.4.3 Meeting with the Contractor's Contract Manager on a regular basis;
- 6.4.4 Evaluating any and all tasks, deliverables, goods, services, data, outcomes, or other work provided by or on behalf of the Contractor; and
- 6.4.5 Addressing programmatic, operational requirements and policy-related questions posed by the State, Board and Contractor.

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

6.5 Contract Program Monitor (CPM)

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

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;
- 6.5.2 Monitoring and evaluating Contractor's compliance with contract requirements as specified in the Contract;
- 6.5.3 Monitoring Contractor for contractual compliance and prepares monitoring reports; and
- 6.5.4 Reviewing and processing of payments for the Contractors.

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

A listing of all Contractor's Administration referenced in the following paragraphs is designated in Exhibit F, Contractor's Administration. The Contractor will notify the County in writing within five business days of any change in the names or addresses shown.

- 7.1.1 The Contractor's Contract Manager shall be responsible for the oversight of administrative and contractual matters relating to the

performance of the Contract as outlined in Exhibit A, Statement of Work, Section 8.0, Contractor Responsibilities.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

- 7.3.1 Contractor and Subcontractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Such badge shall be displayed on employee's person at all times, when they are on duty.
- 7.3.2 Contractor shall notify the County within five business day when key staff is terminated from working under this Contract.
- 7.3.3 Contractor shall retrieve an employee's Identification (ID) badge on the same business day the employee has terminated employment with the Contractor.
- 7.3.4 County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing services under this Contract, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and federal-level review, or an acceptable alternate as approved by the County, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any

information obtained through the County's background investigation.

- 7.4.3 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.
- 7.4.4 These terms shall also apply to subcontractors of the County contractors.
- 7.4.5 Disqualification of any member of Contractor's staff pursuant to this Subsection 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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 make any admission, in

each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor and Subcontractors must sign and adhere to the provisions of Exhibit J-1, Contractor Acknowledgement and Confidentiality Agreement.
- 7.5.5 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit J-2, Contractor Employee Acknowledgment and Confidentiality Agreement.
- 7.5.6 Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit J-3, Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Assignment and Delegation/Mergers or Acquisitions

- 8.1.1 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.
- 8.1.2 The Contractor must not assign, exchange, transfer, or delegate its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved 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.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether

through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 Amendments and Change Notices

- 8.2.1 For any change which materially affects the scope of work, contract 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 their designee.
- 8.2.2 For any change which does not materially affect the scope of work, contract term, contract sum, payments, or any other term or condition included under this Contract, a Change Notice will be prepared and executed by the Contractor and by the CCD.
- 8.2.3 The County's Board 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 or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by DPSS Director or their designee.
- 8.2.4 The DPSS Director or their designee, may at their sole discretion, authorize extensions of time as defined in Contract, 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. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by DPSS Director or their designee.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints/Grievances

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

8.5.2 Complaint/Grievance Procedures

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

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

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

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

8.5.2.5 The Contractor must preliminarily investigate all complaints and notify the County's CCA of the status of the investigation within five business days of receiving a formal complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which

adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses must be sent to the CCA within three business days of mailing to the complainant.

8.5.2.8 Complaints by/from CalWORKs and non-CalWORKs Participants will be handled in accordance with the provision of the Exhibit A, Statement of Work, Section 10.0, Complaints.

8.6 Compliance with Applicable Law

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

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

8.7 Compliance with Civil Rights Laws

8.7.1 Contractor must abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended Volume 42 of United States Code (USC) 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; California Welfare and Institutions Code (WIC) Section 10000; CDSS Manual of Policies and Procedures, Division 21; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of Race, Color, Ancestry, National Origin (including language), Ethnic Group Identification, Age, Physical or Mental Disability, Medical Condition, Religion, Sex, Gender, Gender Identity or Expression, Sexual Orientation, Marital Status, Domestic Partnership, Political Affiliation, Citizenship, Immigration Status, and Genetic Information or retaliate against an individual engaging in a protected activity, such as filing a complaint, complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing, under any project, program, or activity supported by this Contract. Contractor must sign and adhere with the terms as set forth in Exhibit D, Contractor's EEO Certification, and Exhibit G, Contractor's Non-Discrimination In-Service Certification.

8.7.2 In addition, Contractor must abide by the provisions contained in the 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 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 staff attend mandatory Civil Rights training every two years and ADA Title II training every year, retaining verification on file, and providing a completed Exhibit R-3, Civil Rights Training Report, and Exhibit R-4, ADA Title II Training Report, to the CCA upon request.

If Contractor does not have an established Civil Rights or ADA Title II training, staff will be required to attend DPSS-provided Civil Rights Training. Contractor should contact the CCA to coordinate said training.

8.7.2.2 Contractor must effectively identify the participant's designated/preferred language.

If the participant's designated/preferred language differs from the designated/preferred language that is annotated/reflected on CalSAWS, Contractor must immediately notify DPSS of this discrepancy so that CalSAWS can be updated accordingly;

8.7.2.3 Contractor must ensure that all written documents provided to participants are provided in their preferred/designated language.

8.7.2.4 Contractor must provide interpreters via certified bilingual staff or by utilizing telephone interpretive services vendors, in participants preferred language so that DPSS and Contractor can ensure meaningful access to services for all participants without undue delay;

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

Contractor must ensure that the Exhibit R-7, Your Rights Under California Benefits Programs (PUB 13), and Exhibit R-8, Civil Rights Information Notice (PA 2457) is explained and reviewed with all clients and made available in all waiting areas in all DPSS threshold languages.

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 Contract, Subsection 8.5, Complaints/Grievances;

Contract must follow steps outlined in Exhibit R-5, Civil Rights Complaint Flowchart Process for Contractors, for handling discrimination complaints.

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

Contractor must ensure that its policies and procedures for administering services do not have the effect of subjecting individuals to discriminatory treatment or defeating the objectives of these regulations.

- 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

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware

of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

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 will give consideration for any such employment openings to participants in the County's DPSS GAIN Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to:

GAINSTART@dpss.lacounty.gov
and
BSERVICES@OPPORTUNITY.LACOUNTY.GOV

and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to

object to the tentative proposed decision prior to its presentation to the Board.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post Exhibit I, "Safely Surrendered Baby Law" poster, 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 <http://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 will during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will

include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board 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 Intentionally Omitted

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and

Change Notices prepared pursuant to Subsection 8.2, Amendments and Change Notices, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Contract.

8.19 Fair Labor Standards Act (FLSA)

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with,

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

8.22 Independent Contractor Status

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

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

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

8.22.4 The Contractor must adhere to the provisions stated in Contract, Subsection 7.5, Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

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

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

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners 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.

- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to the CCA as listed in Exhibit E, County's Administration.
- 8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County will receive, written

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance 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.

8.24.8 Waivers of Subrogation

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

8.24.9 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 must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The

County and its Agents must be designated as an Additional Covered Party under any approved program.

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

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

8.25 **Insurance Coverage**

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

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$2 million

Each Occurrence: \$1 million

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

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization, coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

8.25.5 **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$ 20,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.6 **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$10 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, ethnic group identification, religion, ancestry, national origin (including language), sex, age, gender, gender identity or expression, sexual orientation, physical or mental disability, medical condition, marital status, domestic partnership, political affiliation, citizenship, immigration status, or genetic information, or 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 under this agreement, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor must certify to, and comply with, the provisions of Contract, Exhibit D, Contractor's EEO Certification.

8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, ethnic group identification, religion, ancestry, national origin (including language), sex, age, gender, gender identity or expression, sexual orientation, physical or mental disability, medical condition, marital status, domestic partnership, political affiliation, citizenship, immigration status, or genetic information, or 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, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, ethnic group identification, religion,

ancestry, national origin (including language), sex, age, gender, gender identity or expression, sexual orientation, physical or mental disability, medical condition, marital status, domestic partnership, political affiliation, citizenship, immigration status, or genetic information.

- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, age, ancestry, national origin (including language), ethnic group identification, physical or mental disability, medical condition, religion, sex, gender, gender identity or expression, sexual orientation, marital status, domestic partnership, political affiliation, citizenship, immigration status, and genetic information, be excluded from participation in, be denied the benefits of, 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.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.27, Nondiscrimination and Affirmative Action, when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Subsection 8.27, Nondiscrimination and Affirmative Action, have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor shall bring to the attention of the CCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's SCCA or CCD is not able to resolve the dispute, the CCD or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, 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 I, Safely Surrendered Baby Law of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 Contract, Exhibit E, County's Administration and Exhibit F, 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

their designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 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 Contract, Subsection 8.37, Record Retention and Inspection-Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to 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.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of 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.

8.36 Publicity

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

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

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

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

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor 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.

8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's A-C within 30 days of the

Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.3 Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.37 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.4 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 will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

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

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

8.39.2.2 A draft copy of the proposed subcontract; and

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

- 8.39.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 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 must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to CCA before any Subcontractor may perform any work hereunder.
- 8.39.9 Contractor will monitor its subcontractors to ensure compliance with the terms of this Contract and the requirements set forth in Exhibit A, Statement of Work.
- 8.39.10 Contractor will ensure that subcontractors verify participant's initial and ongoing eligibility for funding under this Contract.
- 8.39.11 In the event that the County consents to subcontracting, Contractor must 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 will inure to the benefit of the County of Los Angeles.”

8.40 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contract, Subsection 8.40, Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Contract, Subsection 8.42, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be 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 will be no less than ten days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

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

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

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

8.42 Termination for Default

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

8.42.1.1 Contractor has materially breached this Contract; or

- 8.42.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.42.1.3 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.
- 8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of Subsection 8.42, Termination for Default, it is determined by the County that the Contractor was not in default

under the provisions of Subsection 8.42, Termination for Default, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subsection 8.41, Termination for Convenience.

- 8.42.5 The rights and remedies of the County provided in this Subsection 8.42, Termination for Default, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.44.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.44.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.44.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.44.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Subsection 8.44, Termination for Insolvency, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and

remedies set forth in this Subsection 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 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.

8.52 Time Off for Voting

The Contractor must 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 must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 Compliance with County's Zero Tolerance Human Trafficking

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

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

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

8.54 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.

8.55 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.

8.56 Prohibition from Participation in Future Solicitation(s)

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

8.57 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal 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.

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

8.59 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.

8.60 Liquidated Damages

8.60.1 If, in the judgment of the DPSS Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the

amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the DPSS Director, or designee, in a written notice describing the reasons for said action.

- 8.60.2 If the Department Head, or their designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or their designee, deems are correctable by the Contractor over a certain time span, the Department Head, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or their designee, may deduct from the Contractor's payment, pro rata, those applicable portions of the invoice. 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. County may also take actions as described in Subsection 8.15, County's Quality Assurance Plan.
- 8.60.3 The action noted in Paragraph 8.60.2 shall not be construed as a penalty, but as an adjustment of payment to the Contractor to recover the County's cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.60.4 This Subsection 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 Paragraph 8.60.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with Auditor-Controller Contract Accounting and Administration Handbook

The Los Angeles County Department of A-C 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.

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

- 9.2.1 Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts.
- 9.2.2 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 are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.3 Child/Elder Abuse/Fraud Reporting

- 9.3.1 Contractor, Subcontractor, 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 hotline at (800) 540-4000 immediately and shall submit all required information, in accordance with PC Code Sections 11166 and 11167.
- 9.3.2 Contractor, Subcontractor, and County staff working on this Contract shall comply with WIC, Section 15600 et seq., and shall report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by this 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 WIC Sections 15630, 15633 and 15633.5.

9.3.3 Contractor, Subcontractor, and County staff working on 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 at (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fund Hotline (800) 822-6222.

9.4 Collective Bargaining Agreement

To comply with California Department of Social Services regulations Section 23-610 (c)(22), the Contractor agrees to provide the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the Contracts.

9.5 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 the Contract, Exhibit P, 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).

9.6 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 and Budget (OMB) Guidance.

9.7 Participation in the Homeless Management Information System (HMIS)

Contractor will participate in and comply with the requirements of the LACoC HMIS. Contractor shall participate by entering data directly into the LACoC's HMIS system within three business days, and adhere to all the implementation guidelines developed under the LACoC's HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, and when necessary, the generation of all mandated reports, and the use of any data monitoring tools or aggregate reports.

- Contractor shall only use HMIS programs for entering programmatic or client data.

- Contractor shall ensure that data is accurately input and reported by subcontractors who are required to update HMIS within three calendar days of benefits issued to the families.

9.8 Performance Requirements

If Contractor fails to meet the requirements as specified in Exhibit A, SOW, Technical Exhibit 1, Performance Requirements Summary (PRS) hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of Subsection 8.42, Termination for Default, hereunder. This Subsection 9.9 shall not in any manner restrict or limit County's right to terminate this Contract for convenience per Subsection 8.41, Termination for Convenience.

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

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 H, Business Associate Under Health Insurance Portability and Accountability Act of 1996, in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit H, Business Associate Under Health Insurance Portability and Accountability Act of 1996.

9.10 Privacy and Security Agreement (PSA)

County and Contractor agree to review and comply with applicable privacy and security requirements [Contract, Exhibit L – CDSS 2019 Privacy and Security Agreement, Exhibit M – DHCS 2019 Medi-Cal Privacy and Security Agreement, Exhibit N – Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), and Exhibit T – DHCS 2024 Medi-Cal Privacy and Security Agreement] in order to ensure the privacy and security of the CalSAWS, SSA, Medi-Cal Eligibility Data System (MEDS), applicant Income Evidence Verification System (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.

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

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	Work
Subsection 5.9	No Payment for Services Provided Following Expiration-Termination of Contract
Subsection 7.5	Confidentiality
Subsection 8.1	Assignment and Delegation/Mergers or Acquisitions
Subsection 8.2	Amendments and Change Notices
Paragraph 8.6.2	
Subsection 8.19	Fair Labor Standards Act (FLSA)
Subsection 8.20	Force Majeure
Subsection 8.21	Governing Law, Jurisdiction, and Venue
Subsection 8.23	Indemnification
Subsection 8.24	General Provisions for all Insurance Coverage
Subsection 8.25	Insurance Coverage
Subsection 8.33	Notices
Subsection 8.37	Record Retention and Inspection-Audit Settlement

Subsection 8.41	Termination for Convenience
Subsection 8.42	Termination for Default
Subsection 8.47	Validity
Subsection 8.48	Wavier
Subsection 8.56	Prohibition from Participation in Future Solicitation(s)
Subsection 8.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Subsection 8.60	Liquidated Damages
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, or their designee, of the Department of Public Social Services thereof, on this ____ day of _____, 2025.

COUNTY OF LOS ANGELES

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

_____ Date

LOS ANGELES HOMELESS SERVICES AUTHORITY

By _____
Dr. Va Lecia Adams Kellum
Chief Executive Officer

_____ Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Melinda White-Svec
Deputy County Counsel

_____ Date

**STATEMENT OF WORK
TABLE OF CONTENTS**

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
PREAMBLE		
1.0	SCOPE OF WORK.....	73
2.0	MANAGEMENT SERVICES	73
3.0	PARTICIPANT ELIGIBILITY.....	78
4.0	SERVICES AND BENEFITS.....	79
5.0	SERVICE PROVIDERS.....	81
5.1	Family Solutions Centers (FSCs)	81
5.1.1	Minimum Requirements	81
5.1.2	Immediate Access Needs	83
5.1.3	FSC Assessment and Housing Navigation	84
5.2	Crisis Housing Agency	88
5.2.1	Minimum Requirements	88
5.2.2	Collaboration with FSC	90
5.3	Time Limited Subsidy (TLS) Agency (formerly Rapid Re-Housing Agency) ...	91
5.3.1	Minimum Requirements	91
5.3.2	Collaboration with FSC	91
6.0	PERFORMANCE OUTCOME MEASURES.....	92
7.0	COUNTY RESPONSIBILITIES	92
7.1	Eligibility Determination, Referrals and Coordination.....	92
7.2	Out-stationed DPSS Homeless Case Manager (HCM)	92
7.3	Training.....	93
7.4	Materials.....	93
8.0	CONTRACTOR RESPONSIBILITIES.....	94
8.1	Contract Manager.....	94
8.2	Personnel	94
8.3	Materials, Equipment and Inventory	95
8.4	Computer Equipment Supplies and Security	96
8.5	Training.....	96
8.6	Contractor's Office.....	97
8.7	Reports.....	97
9.0	FRAUD REFERRALS	98

10.0 COMPLAINTS	98
10.1 DPSS Received Complaints	98
10.2 Contractor Received Complaints	99
10.3 Civil Rights Complaints Procedures	99
11.0 CUSTOMER SERVICE	100
11.1 Customer Service Program	100
11.2 Customer Service Complaints	100
12.0 QUALITY CONTROL	100
13.0 PERFORMANCE REQUIREMENTS SUMMARY	102
13.1 Performance Requirements Summary (PRS) Chart	102
13.2 PRS Services Consistent with Contract and SOW	103
13.3 Monitoring	103
13.4 Notices of County Review Findings	104
13.5 Remedy of Defects	105
13.6 Unsatisfactory Performance Remedies	105

TECHNICAL EXHIBITS:

Technical Exhibit 1	Homeless Services for CalWORKs Families (HSCF) Performance Requirements Summary Chart
Technical Exhibit 2	HSCF Contract Discrepancy Report
Technical Exhibit 3	DPSS-CES For Families Participant Eligibility Request Form
Technical Exhibit 4	Consent and Release Agreement
Technical Exhibit 5	CES For Families Monthly Complaint Log
Technical Exhibit 6	CES For Families Incident Report Form
Technical Exhibit 7	CES For Families Monthly Management Report
Technical Exhibit 8	Monthly Benefit Tracking Log
Technical Exhibit 9	Contractor's Equipment Control Form
Technical Exhibit 10	CalWORKs HSP Monthly Status Report
Technical Exhibit 11	Referral for Mental Health or Substance Use Disorder Screening
Technical Exhibit 12	Family Solutions Center: Two-Way Gram

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, 4) Customer Orientation, and 5) Equity.

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

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The County objective is to assist CalWORKs families who are experiencing homelessness or at risk of experiencing homelessness to transition from welfare dependence to self-sufficiency by removing homelessness and other barriers to employment through the Homeless Services for CalWORKs Families (HSCF) – A Coordinated Entry System Contract. In addition, DPSS' objective is to also assist families discontinued from CalWORKs due to excess income who are experiencing homelessness or at risk of experiencing homelessness to continue to receive services through the HSCF Contract.

The work under this Contract provides eligible CalWORKs families who are experiencing homelessness or at risk of experiencing homelessness and, with County written approval, families discontinued from CalWORKs due to income, with homeless benefits/services at the Family Solutions Centers (FSCs) and/or Crisis Housing agencies. The services and families served under this Contract are subject to change based on changes in federal, State, or County policy regulations and requirements. The ultimate goal is to divert homeless families away from homelessness and assist the families with securing or retaining permanent housing as rapidly as possible.

2.0 MANAGEMENT SERVICES

2.1 Contractor shall provide all management services necessary for the provisions of homeless benefits/services as required by this Contract. Contractor's management services shall include, but are not limited to:

2.1.1 Contractor shall solicit for Subcontractors through an open competitive process, which is subject to review and approval by DPSS. Subcontractors must be acceptable to and approved by DPSS.

2.1.2 Contractor shall maintain and manage Subcontractors to provide services to the families served under this Contract. These Subcontractors are located in each of the eight SPAs and a minimum of one Crisis Housing Subcontractor located in each of the eight SPAs to provide Short-term Crisis Housing.

2.1.3 Contractor shall prepare and submit to DPSS' CCA, and the CCPM, the Contract, Exhibit S, Subcontractor Contact List By Service Planning Area, but not limited to FSC agencies, Crisis Housing agencies, and Identified Partners (IP) within each SPA. For each IP working with an FSC or Subcontractor, Contractor shall submit the list of IPs within ten business days after being notified by the FSC of the change of an IP.

- 2.1.4 Contractor will submit Subcontractor Contact List by Service Planning Area, Exhibit S, prior to the execution of this Contract or within ten business days of request by County. An updated Subcontractor's Contact List will be submitted to DPSS' CCA, and the CCPM, within ten business days whenever a change occurs.
- 2.1.5 Contractor shall plan, coordinate, implement, and monitor service delivery. Contractor shall provide County within ten business days of the commencement of this Contract with the monitoring plan for monitoring the Subcontractors. Contractor shall notify the County in writing of any changes to the monitoring plan within ten business days of the changes.
- 2.1.6 Contractor shall manage and ensure that benefits and/or services are provided to the families served under this Contract.
- 2.1.7 Contractor shall conduct an annual fiscal and programmatic Risk Assessment for each Subcontractor before the end of each FY. Risk Assessment factors will include, but not be limited to, past monitoring visits, accurate and timely invoicing, and HMIS data integrity. Contractor will monitor performance of low-risk Subcontractors on an annual basis and moderate-risk Subcontractors on a semi-annual basis. High-risk Subcontractors will be monitored on a quarterly basis. Quarterly monitoring may include on-site monitoring, desk-review, and/or a technical assistance plan. The technical assistance plan will be individualized based on each high-risk Subcontractor's Risk Assessment. Contractor will submit written reports, as stated in SOW, Paragraph 12.2.10, detailing monitoring results to DPSS' CCA, and the CCPM.
- 2.1.8 Contractor shall ensure the performance outcome measures set forth in the SOW, Section 6.0, Performance Outcome Measures, are met.
- 2.1.9 Contractor shall track all benefits/services used by Subcontractor by SPA and funding source for the families served under this Contract. All expenditures shall be reconciled to ensure accuracy.
- 2.1.10 Contractor shall maintain a Monthly Benefit Tracking Log, Technical Exhibit 8, that clearly identifies the correct population and funding source, and submit it to DPSS' shared email at CESF-DPSSReports@dpss.lacounty.gov, by the 20th calendar day of the month following the month of service.
- 2.1.11 Contractor shall submit accurate and timely invoices and reports including all supporting documentation as requested by the County. In the event electronic invoices are required, Contractor shall create and submit electronic invoices as instructed.

- 2.1.12 Contractor shall ensure that Subcontractors submit accurate and timely invoices along with supporting documentation which identifies benefits and services provided to the families served under this Contract. Contractor shall be responsible for reimbursing DPSS for all charges paid for benefits and services provided to ineligible families.
- 2.1.13 Contractor shall evaluate and submit annual program outcomes, utilization rates, housing outcomes, total program expenditures, and leveraged funds for the CESF served under this Contract to DPSS' shared email at CESF-DPSSReports@dpss.lacounty.gov by July 31st of each FY.
- 2.1.14 Contractor shall ensure that County's access to Contractor and service providers include the following:
- a) A dedicated phone line for the County to use, with service provider staff available during standard business hours (Monday through Friday, 8:00 am – 5:00 pm); and
 - b) An after-hours hotline, available 24-hours a day, where Contractor and/or Subcontractor staff may be reached in case of emergency.
- After Hours Emergency Response Hotline Program - Operated by a regional community based non-profit service provider, this program is designated to provide an after-hours emergency response hotline for homeless families in Los Angeles County. Services include providing temporary emergency motel vouchers for families (typically for one to four nights) and making referrals as needed to FSC for additional assistance. The program is not designed to provide housing-focused case management or linkages to permanent housing and therefore is not to be included when evaluating system-wide Performance Outcome Measures a, b, c, and d as outlined in the Statement of Work, Section 6.0.
- 2.1.15 Contractor shall be responsible for developing a procedure for responding to crisis calls received from families after business hours. This procedure is subject to DPSS approval and shall be submitted within ten business days of the commencement of this Contract to DPSS' CCA and the CCPM.
- 2.1.16 Contractor shall ensure that key management staff is present. When there is a vacancy, interim replacement is made within ten business days of the creation of the vacancy to ensure all staff levels needed for the delivery of services is present. Contractor shall notify County

in writing of any change in key management staff within ten business days of the vacancy.

- 2.1.17 Contractor shall provide County within ten business days of the commencement of this Contract with standards the Subcontractors use to certify fluency of staff in reading, writing, and speaking both English and the other language(s) in which they are providing services other than English (e.g., Native speaker and/or educational level in language).
- 2.1.18 The families served under this Contract are composed of English and non-English speaking population. Hence, the Contractor shall ensure that the Subcontractors provide services for English and non-English speaking families in their preferred language through multi-lingual staff or language interpretation services available through DPSS. The Subcontractors shall work with the DPSS collocated HCM's to access the language interpretation services. The most common primary languages are English, Spanish, Armenian, Cambodian, Chinese (Cantonese and Mandarin), Farsi, Korean, Russian, Tagalog, and Vietnamese.
- 2.1.19 Contractor shall ensure that Subcontractors' verbal instructions and written materials are in the languages of applicants receiving homeless benefits/services. Contractor shall ensure these materials are accurately translated in the threshold languages (English, Spanish, Armenian, Cambodian, Chinese, Farsi, Korean, Russian, Tagalog, and Vietnamese). Contractor shall provide County with the methodology the Subcontractors use for certification.
- 2.1.20 Contractor shall ensure all required posters and materials are posted at Contractor sites as directed by County and are accessible to the public.
- 2.1.21 Contractor shall meet with County, as needed, to discuss programmatic issues, general procedural issues, and general concerns. Either County or the Contractor may request such a meeting.
- 2.1.22 Contractor shall ensure that each IP is subject to a written agreement with either Contractor or an FSC. Such agreements are subject to the provisions set forth in Contract, Subsection 8.39, Subcontracting.
- 2.1.23 Contractor assures County that IPs will provide services on a voluntary basis under the Contract.
- 2.1.24 Contractor shall ensure all IPs are trained on the proper use of the screening tools and HMIS.

- 2.1.25 Contractor shall ensure all IPs complete the screening process timely and update HMIS within three calendar days of benefits issued to the families.
- 2.1.26 Contractor shall prepare and submit a financial breakdown within 30 calendar days of the commencement of Contract. The financial breakdown shall include the following requirements:
- Budget Methodology of funding for Subcontractors by SPA and Program
 - Direct Service costs by SPA and Program
 - Direct Service costs by Subcontractor and SPA (with subcontract numbers)
 - Direct Program/Staffing costs by SPA and Program

Contractor shall submit an updated financial breakdown with the requirements listed in this Paragraph 2.1.26 to DPSS' CCA, and the CCPM, within 15 business days whenever a change occurs.

2.2 Contractor Direct Services

Contractor direct service staff (Problem Solving Specialist) shall conduct problem solving conversations with CalWORKs families prior to the family being referred or enrolled into the CESF:

Problem-Solving (also known as Diversion or Rapid Resolution) is an approach that empowers households facing a housing crisis to identify safe and appropriate housing options that do not rely on permanent housing resources. This intervention explores the household's strengths and potential housing resources within their own support network such as family or friends, to prevent or quickly resolve an experience of homelessness. Problem-Solving stems from the belief that people are resilient, and that keeping people housed or helping them return to housing as quickly as possible is the most desirable outcome.

Initial problem-solving conversations can vary in length depending on the participant's situation. Problem-solving emphasizes the importance of ensuring the participant has the opportunity to identify housing options and other resources which can take a varying amount of time depending on the individual participant. Problem-solving is not always completed in one session as there may not be a suitable housing option that is available to the participants right away. Individuals can continue to participate in problem-solving sessions even as they are placed in emergency shelter or interim housing to reduce the length of time in homelessness. In addition, staff may follow-up for up to 60 days with participants who are staying with friends and family to ensure the placement continues to be appropriate.

3.0 PARTICIPANT ELIGIBILITY

3.1 CalWORKs families and families discontinued from CalWORKs due to income and who are experiencing homeless or at risk of experiencing homelessness may be eligible to receive benefits and services if they meet the eligibility requirements below:

3.1.1 DPSS will aid FSCs in verifying CalWORKs eligibility for families served which will include the families:

- Program status: Active or Discontinued CalWORKs; and
 - Discontinuance date and reason.
- Welfare to Work (WtW) status: WtW or Non-WtW.
 - The above data will be recorded monthly by collocated HCM staff based on families served by each FSC. Data will be provided monthly for submission to the DPSS Data Team who will aid with generating a report that will identify CalWORKs families;
- Remaining approved for CalWORKs in the up-coming benefit month; and
- Discontinued from CalWORKs due to excess income.

3.1.2 Homeless CalWORKs WtW and non-WtW families are eligible to receive benefits and services, including Prevention, funded by **HSP** dollars under this Contract if they meet the following eligibility requirements:

- Must be receiving CalWORKs benefits (includes WtW and Non-WtW families); and
- Must be literally homeless or in receipt of a judgment for eviction, as ordered by the court; and
- Have not exhausted 16 months of service.

3.1.3 Families who are experiencing homelessness or at risk of experiencing homelessness and have been discontinued from CalWORKs due to income can continue to receive benefits and services under this Contract funded by HSP dollars, with County approval and provided they meet the following eligibility requirements:

- The family was enrolled in the CESF at the time of CalWORKs discontinuance; and

- The CalWORKs discontinuance is due to the family no longer meeting the CalWORKs income eligibility requirements;

Note: Services not to exceed 16 months of service following initial CalWORKs discontinuance.

- 3.2 Based on the criteria described herein, it is Contractor's responsibility to ensure that the Subcontractors will work with co-located HCMs to verify a families' initial and ongoing eligibility before benefits and services can be provided to the family under this Contract funding. The Subcontractor must provide the HCMs with the families' valid consent form for clearance request.

Additionally, when a new DPSS-CESF Participant Eligibility Request Form, SOW, Technical Exhibit 3, is submitted after the 20th of each month FSC staff have the flexibility to leverage one clearance form to verify CalWORKs eligibility for two months of aid as follows for the:

- A. Current benefit month, and
- B. Upcoming benefit month

This aims at reducing the workload impact to co-located HCMs regarding the total number of requests they receive and process.

Note: Consent Forms are valid from the date of initial signing by the CalWORKs family. FSC staff must aid in obtaining valid consent form as needed. A valid consent form may not be used to validate data prior to the signing of the Consent form. Additionally, a consent form is valid until the family is discontinued from CalWORKs for a reason other than excess income and therefore HSP services.

- 3.3 The FSC staff shall work with the DPSS out-stationed HCM or designated CalWORKs District HCMs to ensure that families receiving benefits and services are eligible under this Contract. In the event there are any discrepancies on eligibility, DPSS shall make the final determination.
- 3.4 Families that are ineligible for benefits or services under this Contract may be provided with benefits and services funded by other HSCF funding sources obtained by Contractor.

4.0 SERVICES AND BENEFITS

- 4.1 Contractor shall ensure that all eligible families served under this Contract receive Homeless Benefits/Services and Prevention Benefits/Services.

- 4.1.1 Homeless Benefits may include emergency shelter, temporary shelter at hotels/motels when facility-based shelter housing cannot be arranged, credit/background check fees, housing application fees, move-in costs (security/utility deposits), moving truck rental fees, storage fees, rental subsidies, transportation, essential furnishings, and landlord incentive fees (not to exceed **the cost of one month's rent**).
- 4.1.2 Homeless Services may include case management, crisis intervention, housing location, referrals, and ongoing follow-up activities.
- 4.1.3 Homeless Prevention Benefits may include rental arrears, subsidies, and late fees; utility arrears and deposits; legal fees; repairs, cleaning or other reasonable supplemental services to meet the landlord requests and when the current unit cannot be retained; transportation; essential furnishings; landlord incentive fees (not to exceed the cost of one month's rent); and other move in costs (security/utility deposits) associated with identifying a new unit.
- 4.1.4 Homeless Prevention Services may include case management, crisis intervention, housing location, referrals, and ongoing follow-up activities.
- 4.2 This Contract is funded with CalWORKs HSP funds and is limited to benefits/services for all eligible families served under this Contract. The level/amount of benefits/services provided under this Contract includes, but is not limited to:
- **CalWORKs HSP** – Crisis housing, security/utility deposits, move-in costs, rental housing application fees, credit/background check fees, rental subsidies, essential furnishings, rent/utility arrearage payments, legal fees, repairs, transportation, landlord incentive fees and other resources and services that can assist in achieving housing stability.
- 4.3 Funding for this Contract is limited to provide short-term, non-recurring benefits/services for each individual episode of homelessness. Funding for families is restricted to one time during a 16-month period, for an episode of homelessness. Restrictions may be lifted with County's prior approval. Funding is limited as follows:
- **CalWORKs HSP funds** - homeless CalWORKs (WtW and non-WtW) families and, with County written approval, families discontinued from CalWORKs due to income, not to exceed 16 months of service.

Contractor must maintain and track through HMIS the families receiving Homeless benefits/services and Homeless Prevention benefits/services under this Contract funding to ensure that the limit for benefits/services is not exceeded.

Contractor must provide the County with a daily data file of all Homeless benefits/services and Prevention benefits/services issued to CalWORKs families served under this Contract who continue to receive benefits/services from the HSCF Contract. In addition, Contractor must provide a daily data file even if there is no data to report for that day.

NOTE: An episode of homelessness means the family was homeless and then moved into permanent housing. A family that has moved into permanent housing concludes the episode.

- 4.4 DPSS will pay for initial moving assistance costs which include payments for security deposits, utilities, and truck rentals, etc. This benefit is limited to one time per episode of homelessness for eligible families.

5.0 SERVICE PROVIDERS

The CESF is a coordinated regionally-based and community-driven system to prevent families from becoming homeless, and to rapidly rehouse homeless families and connect them to needed supportive services as quickly as possible. Contractor shall provide and ensure Subcontractors provide CESF services to eligible families who are homeless and at risk of homelessness and families discontinued from CalWORKs due to income.

5.1 Family Solutions Centers (FSCs)

5.1.1 Minimum Requirements

- 5.1.1.1 Each FSC shall have a FRT and FSC staff, designed to support each family.
- 5.1.1.2 The FSCs shall provide a workspace for each out-stationed DPSS staff, Department of Public Health (DPH) Substance Use Counselor, and Department of Mental Health (DMH) Mental Health Staff. The workspaces shall include the following:
- Desk and chair;
 - Telephone;
 - Locking cabinet;
 - Access to a copier and fax machine; and
 - Private area to conduct family interviews.

5.1.1.3 The FSCs shall have a dedicated phone line and after-hours hotline as specified in this SOW, Paragraph 2.1.14.

5.1.1.4 FSC Referrals:

- a. The CalWORKs District HCM will make direct referrals to an FSC by email or whichever method of communication is supported by the FSC. The District HCM will electronically send the standardized CESF referral tool to the FSC once it has been determined that the family is homeless. Once the FSC referral is received, the FSC staff will screen the family using the CESF standardized screening tool, if problem solving is not successful. As needed, FSC staff will provide an appointment date to be seen at the FSC or coordinate immediate assistance to address family's immediate housing and other crisis needs.
- b. Families working with LAHSA, Problem Solving and Prevention agencies, Crisis Housing agencies, IPs, other shelter agencies, Skid Row Assessment Team, and other Los Angeles County Departments will be referred directly to an FSC to engage in problem-solving and be screened, if needed. Families will be provided an appointment date to be seen at the FSC for additional assessment as determined by the screening outcome.
- c. A family that is self-referring who calls 211 L.A. County will be initially screened by 211 L.A. County for homelessness and if family does not have emergency housing option, 211 L.A. County will then immediately refer the homeless family to an FSC. Referral will be based on SPA of residence and location of school(s) in which a child or children are enrolled, or other service connections. If the family needs emergency housing, while the FSC is closed, 211 LA County will arrange for emergency housing/interim housing and refer the family to the FSC on the next business day.
- d. Families that walk directly into an FSC (walk-ins) or are referred to the FSC will be engaged in problem-solving and complete a CESF standardized screening tool with FSC staff on site and, as needed, will be provided with a follow up appointment for additional assessment. This scheduling time will be based on the needs of the family, including childcare and work, as well as the

scheduling capacity of the FSC.

- e. Families may be referred by other partners including schools, community-based agencies, churches, etc. using the standardized CESF referral process.

- 5.1.1.5 Contractor will work with the FSC's to determine additional IPs to screen and assess families and schedule assessment appointments for the first 90-days of the contract. Contractor shall provide a list of the partner agencies ten business days after execution of the contract and ten business days prior to any changes of the partner agencies.

5.1.2 Immediate Access Needs

The FRT is the first point of contact within the FSC. The FRT shall engage families in problem-solving and conduct an initial assessment to address families' emergent needs, and if needed, arrange for problem-solving assistance funds, prevention services, etc. For families experiencing homelessness according to Housing and Urban Development (HUD) Category 1 (literally homeless) or Category 4 (fleeing/attempting to flee domestic violence), for whom problem-solving or prevention has not been successful, the FRT may arrange for crisis housing, including providing transportation and connecting to any needed immediate supportive services. Once the FRT has addressed each family's emergent needs, they shall schedule an appointment with families who are determined to need further assessment and following assessment, assign housing navigation or case management staff. Assignment will be based on the vulnerability the family presents and their housing needs.

The FSC FRT shall be responsible for addressing the family's immediate needs (Crisis Intervention) for housing and supportive services as follows:

- 5.1.2.1 Assess family's needs for problem-solving and prevention, crisis housing and other supportive services as described in subsequent section.

- 5.1.2.2 Mandated Reporting of Child Abuse and Neglect:

FSC staff are mandated reporters of child abuse and therefore must report any indications or suspicions of child abuse or neglect. As homeless families are served by the FSC, any concerns or suspicions of child abuse or neglect must be reported by FSC staff as stipulated in Contract, Section 9.0, Unique Terms and Conditions, Subsection 9.3,

Child/Elder Abuse/Fraud Reporting, within one business day by calling the Department of Children and Family Services (DCFS) hotline at (800) 540-4000. FSC staff must complete the applicable DCFS Reporting documents and obtain a DCFS report number upon completion of reporting. In addition, LAHSA must send notification within 24 hours of being notified by the FSC agency of the potential child abuse or neglect to the DPSS CCA, Supervising CCA, the CCPM and Supervising CCPM listed on Contract, Exhibit E, County's Administration.

5.1.2.3 Arrange crisis housing and transportation, if needed:

The FSC will assist families experiencing homelessness according to HUD Categories 1 or 4, for whom problem-solving and/or prevention have not been successful, in securing crisis housing while preferably keeping families close to employment, the children's school and community based supportive services. If the FSC does not have direct access to crisis housing, the FSC will work with a CESF, Crisis Housing Agency to identify housing. If the family has an option for housing and may be able to avoid entering the shelter system, the FSC staff will utilize problem-solving to work with the family to connect them with housing. Problem-solving may involve negotiating an alternate housing option to stay with family/friends/current landlord. If the family does not have an option for housing and there is capacity, FSC staff, will arrange for crisis housing, either shelter or motel, and provide transportation services to location.

5.1.2.4 Connect family to needed services:

If family needs immediate supportive services such as mental health, health, substance abuse, childcare, employment, etc., they will be connected to services.

5.1.2.5 As needed, schedule appointment with FSC staff after initial completion of CESF standardized tool for further assessment and individualized comprehensive housing plan based on the number of barriers a family has to address to become stable in permanent housing.

5.1.3 FSC Assessment and Housing Navigation

5.1.3.1 The FSC staff must obtain verification from the out-stationed HCM or designated CalWORKs District HCMs verifying the CalWORKs families' initial and ongoing

eligibility before benefits/services can be provided to the family under this Contract. In the event there are any discrepancies on eligibility, DPSS (CalWORKs Program Section) shall have the final determination.

- 5.1.3.2 For initial and ongoing eligibility for families to receive funding under this Contract, the FSC staff must submit a DPSS-CES For Families Participant Eligibility Request Form, SOW, Technical Exhibit 3, to the Out-stationed HCM. The Out-stationed HCM will complete (by viewing the California Statewide Automated Welfare System (CalSAWS)) and return the requested form to the FSC staff, providing verification that the participant is meeting the above eligibility requirements. AB 210, HMIS and other data sharing tools may be utilized for this process.

To leverage and maximize funding, the FSCs shall initiate a Family Solutions Center Two-Way Gram, SOW, Technical Exhibit 12, to determine if any DPSS administered homeless benefits are available to CalWORKs families. The FSC shall complete the designated section of the form before issuing any funding (including DPSS funding administered by the FSCs) and provide the form directly to the colocated HCM. The HCM will review CalSAWS to determine if the family has any homeless benefits available or is currently receiving any homeless benefits.

The HCM will complete the designated areas of the form and return the form to the FSC staff.

NOTE: It is recommended that the FSC staff periodically communicate with the colocated HCM via the Two-Way Gram to verify if DPSS benefits have become available to the family.

Alternative methods to determine participant's eligibility in lieu of using SOW, Technical Exhibit 3, DPSS-CES For Families Participant Eligibility Request Form, may be accepted with DPSS preapproval, as long as the approved alternative method clearly establishes eligibility as previously noted within SOW, Paragraph, 3.1.1 which will aim to automate the FSC CalWORKs Re-clearance process.

Additionally, when a new clearance request is submitted after the 20th of each month FSC staff have the flexibility to

leverage one clearance form to verify CalWORKs eligibility for two months of aid as follows for the:

- a. Current benefit month, and
- b. Upcoming benefit month.

This aims at reducing the workload impact to Co-located HCMs regarding the total number of requests they receive and process.

- 5.1.3.3 The FSC staff shall provide standardized, phased assessments, ongoing case management, permanent housing plan, housing retention services and connect families to supportive services within their community. The assessment will be completed by the FSC staff who shall continue to provide housing retention support to ensure the family remains housed and stable.
- 5.1.3.4 The FSC staff shall complete an assessment as determined through a phased, standardized process for housing based on family's housing barrier levels, and services for all homeless CalWORKs families and homeless families discontinued from CalWORKs due to income referred to the FSC. The CESF Standardized Assessment should identify at a minimum the family's history of homelessness, family composition, employment/educational history, health history, criminal history, child well-being, and use of emergency or other homeless resources. Based on the phased assessment, the FSC staff shall determine the families' appropriateness for homeless benefits/services.
- 5.1.3.5 The FSC staff must ensure that a permanent housing and services plan is completed for each family who is triaged from initial screening based on the CESF Standardized Assessment.
- 5.1.3.6 The FSC staff shall maintain record of assistance received in HMIS within three business days of benefits issued to the families and this information will be included in the Homeless Benefits payment log for all families assisted on a daily basis, including shelter days, motel/hotel vouchers, rental subsidies and other financial assistance.
- 5.1.3.7 The FSC staff must maintain a file for each family that contains the following, but is not limited to:

- CESF Consent and Release Agreement, SOW, Technical Exhibit 4.
- DPSS-CES For Families Participant Eligibility Request Form, SOW, Technical Exhibit 3.
- Benefits and Services Tracking Log that documents the Benefits and Services provided to the family, including the population and the funding source.
- Standardized Assessment tool(s) including documentation of screening, problem-solving services in HMIS.
- Individualized Housing Plan.

5.1.3.8 The families enrolled into CESF, will be given the opportunity to meet with the collocated Substance Use Counselor, in order to receive substance use services information. If the homeless CalWORKs WtW family or non-WtW family at risk of homelessness needs substance abuse services, the FSC staff shall inform and refer the family to substance abuse services through the collocated DPH contracted provider. If referrals are made to other community-based recovery support services providers, services will not be funded by DPSS. **All** homeless families identified with a potential substance abuse need who are willing to accept a referral, will be referred to substance abuse services after being identified via the Referral for Mental Health or Substance Use Disorder Screening (PA6116), SOW Technical Exhibit 11.

5.1.3.8.1 The Substance Use Disorder (SUD) counselors at the FSC can do group presentations, which provide a basic overview of SUD and the treatment system and discuss coping strategies and other topics related to SUD specific to the individual's needs. Client Engagement Navigation Services staff will provide client education and/or workshops using Substance Abuse Prevention and Control (SAPC) approved presentations and materials.

The following subjects have been approved by SAPC:

1. SUD 101-Signs & Symptoms
2. Health Consequences of Substance Use and the Benefits of Sobriety

3. Being at Risk for SUDs: What It Means and What Can You Do About It
4. Understanding the Connection Between Substance Use and Mental Health (MH)
5. Relapse Prevention and Healthy Coping
6. HIV/AIDS education and referrals for HIV testing and treatment
7. Medication for addiction treatment (MAT)
8. Recognizing & Responding to an Overdose with Naloxone

Note: Individual and group therapy sessions are considered treatment which is not allowed.

5.1.3.9 The families enrolled into CESF, will be given the opportunity to meet with the collocated MH Clinician, in order to receive mental health services information. If the homeless family needs mental health services, the FSC staff shall inform and refer the family to mental health services through the DPSS funded DMH contracted provider. If referrals are made to other community based mental health providers, the services will not be funded by DPSS. **All** homeless families identified with a potential mental health need who are willing to accept a referral, will be referred to mental health services after being identified via the Referral for Mental Health or Substance Use Disorder Screening (PA 6116), SOW, Technical Exhibit 11.

5.1.3.9.1 DMH's MH Clinicians may provide the following:

1. Psycho-education groups for clients and have conducted informational presentations on available services when requested by the FSC staff.
2. Life Skills/Psychoeducational groups are client-focused and include topics such as Life Stress Management, Parenting, Money Management, etc.
3. As part of the MH Clinician role as a Staff Consultant and Trainer, the MH Clinicians currently provides the MH 101 training to the FSC staff upon request.

5.2 Crisis Housing Agency

5.2.1 Minimum Requirements

5.2.1.1 Upon referral from FRT or FSC staff, Crisis Housing Agencies shall provide short-term crisis housing.

Short-term Crisis Housing includes emergency shelter and/or hotel/motel vouchers to eligible homeless families served under this Contract, referred by FSC. The expected length of stay is up to 120 days. In certain circumstances when there is an identified special need, the 120-day limit can be extended with Contractor's prior approval, as long as the funding under this Contract does not exceed 16 months.

All unsheltered families who are screened as eligible and are not diverted to permanent housing shall be offered crisis housing when the need is identified, and unit is available.

Housing Navigation and Stabilization services remain with the FSC.

5.2.1.2 Subcontractors that operate solely as Crisis Housing Agencies shall work with and be available to the FSCs during business hours (Monday through Friday, 8:00 am – 5:00 pm).

5.2.1.3 Health and Safety

5.2.1.3.1 Clean and Safe Facilities

Contractor understands and agrees that, for the duration of this Contract, Contractor shall ensure that shelter and motel/hotel facilities are meeting all local State, and federal health and safety requirements. All Contract Crisis Housing service sites, including shelter and motel/hotel sites, are sanitary healthful and otherwise safe for their intended or actual use and pursuant to Los Angeles County DPH-Environmental Health standards and certification and State of California health and safety codes.

5.2.1.3.2 Inspections

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections at any Subcontractors' site(s) that house and provide Shelter services to homeless families. County reserves the right to conduct unannounced site visits, as deemed necessary.

5.2.1.3.3 Health and Fire Inspections

Contractor understands and agrees that County may have the appropriate DPH or Fire Department (Los Angeles County or jurisdictional city) inspect the Contract service sites, including shelters and motel/hotel sites, as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any and all deficiencies within 30 calendar days of receipt of the report or may request an extension of time from the appropriate DPH or Fire Department to make such corrections. Contractor shall forward a copy of the DPH or Fire Department's response to County. Failure to permit inspection or cure the defect(s) in a timely manner shall constitute grounds for the termination of this Contract.

- 5.2.1.4 Crisis Housing Agencies shall provide trained security personnel and/or appropriate security measures for the safety of families and staff.
- 5.2.1.5 Crisis Housing Agencies are required to designate a staff person to ensure that children are enrolled in school and the family is connected to appropriate services within the community.

5.2.2 Collaboration with FSC

- 5.2.2.1 All Crisis Housing Agencies funded under this Contract must work in collaboration with the selected regionally-based FSCs.
- 5.2.2.2 Crisis Housing Agencies can only bill for families whose eligibility for Homeless Benefits under this Contract was verified by FSC. Crisis Housing agencies shall not bill DPSS for families whose eligibility was not verified; however, agencies may utilize other funding sources. If families subsequently were found eligible, DPSS will not make retroactive payments.
- 5.2.2.3 Crisis Housing Agencies must provide appropriate short-term crisis housing and must work with the FSC Case

Manager to ensure the crisis housing is tracked on HMIS to ensure eligible homeless CalWORKs families do not exceed the allowable period approved as specified in SOW, Subparagraph 5.2.1.1. CalWORKs non-WtW and WtW families, and homeless families discontinued from CalWORKs due to income, do not exceed 16 months of total DPSS benefits/services, including other Homeless Benefits issued under this Contract funding.

5.3 Time Limited Subsidy (TLS) Agency (formerly Rapid Re-housing Agency)

5.3.1 Minimum Requirements

5.3.1.1 Upon referral from FRT or FSC TLS agencies shall screen and assess families for TLS.

5.3.1.2 Eligibility for TLS

5.3.1.2.1 Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together.

5.3.1.2.2 Households currently without minor children, in which the mother is pregnant.

5.3.1.2.3 Families with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of Families for support and maintenance.

5.3.1.2.4 Homeless Status Participants must be determined to be homeless (Categories 1 & 4) per HUD's Final Rule on "defining Homeless" (24 CFR parts 91, 576 and 578).

5.3.1.3.5 Income Eligibility. Participants must be determined to be income eligible by meeting income threshold at or below 50 percent Area Median Income (AMI) for Los Angeles County.

5.3.2 Collaboration with FSC

5.3.2.1 All TLS agencies funded under this Contract must work in collaboration with the selected regionally based FSCs.

6.0 PERFORMANCE OUTCOME MEASURES

Contractor shall meet the following performance outcomes:

- a. 60% of homeless families served annually under this Contract will obtain permanent housing within 12 months from the date of enrollment.
- b. 70% of homeless families served under this Contract that obtain permanent housing will not re-enter shelter within 12 months of exit from the program.
- c. 75% of CalWORKs families at risk of homelessness served under this Contract, remained permanently housed at exit from the program (families at risk of homelessness can only be served in Prevention). This performance outcome measure will only be applicable if Prevention programs are funded by DPSS.
- d. 60% of newly enrolled families were enrolled within seven business days of the last problem-solving conversation.
- e. 40% of HSP funding shall be used for direct financial assistance (such as: rental payment, security deposit, utility payment, etc.).

7.0 COUNTY RESPONSIBILITIES

The County will administer the Contract according to Contract, Section 6.0, Administration of Contract – County. County may provide the following:

7.1 Eligibility Determination, Referrals, and Coordination

- 7.1.1 DPSS shall determine participant eligibility for CalWORKs families.
- 7.1.2 CalWORKs District HCMs will refer homeless CalWORKs families and homeless families discontinued from CalWORKs due to income directly to the FSCs via email or whichever communication method is supported by the FSC (and telephone as required to aid with expediting request).
- 7.1.3 Designated District HCMs will assist the FSC staff with assessing and connecting families served under this Contract to DPSS Programs and Services whenever an out-stationed HCM is not available.

7.2 Out-stationed DPSS Homeless Case Manager (HCM)

- 7.2.1 Out-stationed HCMs (out-stationed at the FSCs) will screen and connect families served under this Contract to DPSS Programs and Services (such as housing assistance and subsidized employment via a warm hand off to GAIN staff for assistance with Transitional

Subsidized Employment (TSE). For FSC families that are not receiving CalWORKs, the Out-stationed HCM can assist families with applying for CalWORKs via BenefitsCal via the DPSS Customer Call Center or directing them to a CalWORKs District Office.

7.2.2 Out-stationed HCM will complete the DPSS-CES For Families Participant Eligibility Request Form, SOW, Technical Exhibit 3, and return to the FSC staff providing verification that the families served under this Contract are meeting initial and ongoing eligibility. The DPSS-CES For Families Participant Eligibility Request Form, SOW, Technical Exhibit 3 shall be completed by reviewing DPSS' CalSAWS and the PHASE.

7.2.3 The Out-Stationed HCM will complete the Family Solutions Center Two-Way Gram, SOW, Technical Exhibit 12 sections C and D, informing the FSC staff of any potential DPSS Homeless Programs/services available to the family.

7.3 Training

7.3.1 Upon Contractor's written request to CCA, County may provide training materials to Contractor, if available. If County provides such training materials, Contractor must ensure that all staff providing services under this Contract is trained as described in SOW, Subsection 8.5, Training. Trainings include, but are not limited to:

- Civil Rights
- ADA Title II
- Cultural Awareness Sensitivity
- Mandated Reporter
- Cybersecurity
- Privacy Awareness
- Sexual Harassment and Discrimination

7.4 Materials

County shall provide the following items for Contractor's use:

7.4.1 A list of County observed holidays prior to the start of each calendar year.

7.4.2 Civil rights complaint forms, Complaint of Discriminatory Treatment (PA607), Exhibit R-1, Civil Rights Complaint Flow Chart for Contractors, Exhibit R-5, Civil Rights Complaint Investigation Process, Exhibit R-6, for use by CESF participants in reporting civil rights complaints.

8.0 CONTRACTOR RESPONSIBILITIES

8.1 Contract Manager

- 8.1.1 Contractor shall provide a Contract Manager who is a full-time employee of Contractor and a designated alternate. Contractor shall provide a telephone number and email address where the Contract Manager may be reached from Monday-Friday 8:00 am – 6:00 pm. The alternate shall be designated in writing. Contract Manager, or alternate, shall respond to inquiries within 24 hours, excluding weekends and holidays.
- 8.1.2 In case of an emergency, after normal business hours, DPSS may contact the Contract Manager or designee via email, text, or phone. Contractor shall provide contact phone number to DPSS' CCA, who shall forward the contact phone number to the CCPM.
- 8.1.3 The Contract Manager, or alternate, shall act as a central point of contact with the County for all administrative and contractual matters relating to this Contract.
- 8.1.4 The Contract Manager, or alternate, shall have a minimum of two years of experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the reporting and monitoring requirements) as the services required in this Contract and an Associate of Arts or higher business-related degree. The alternate must have a minimum of two years of the experience described above and an Associate of Arts or higher business-related degree (a bachelor's degree or higher reduces the minimum experience requirement of both the Contract Manager and alternate by one year).
- 8.1.5 The Contract Manager, or alternate, shall have authority to act for Contractor on all matters relating to the daily operation of the Contract. The Contract Manager/alternate shall be able to effectively communicate in English, both orally and in writing.
- 8.1.6 The Contract Manager, or alternate, is not authorized to make any changes in the Contract and is not authorized to obligate Contractor to DPSS in any way whatsoever.
- 8.1.7 Contractor shall notify County in writing within five business days whenever there is a change in Contract Manager.

8.2 Personnel

- 8.2.1 Contractor shall ensure that both Contractor and Subcontractor provide staff with background experience and expertise to provide the services required in the SOW.

- 8.2.2 Contractor shall assign, and shall ensure that Subcontractor assigns, a sufficient number of employees to perform the required work. At least one employee on site shall have authority to act for the Contractor or Subcontractor on all matters relating to the daily operation of the Contract.
- 8.2.3 Contractor shall ensure that Subcontractors provide bilingual staff to meet the needs of the families served under this Contract, as described in Subsections 2.17 through 2.18. When a family's primary language is other than English or the family is hearing-impaired, information shall be provided either through written materials in the appropriate language or by presentation of an interpreter in the language the family understands. Contractor may utilize an interpreter provided by the family (e.g., a relative or friend), if the family requests the use of a family member or a friend. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the family's request.
- 8.2.4 Contractor shall ensure that the Subcontractors have a methodology for verifying that bilingual employees are competent in reading, writing and speaking both English and the other language(s) in which they are providing services. Contractor's methodology shall be shared with County upon request.

8.3 Materials, Equipment and Inventory

- 8.3.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 8.3.2 Contractor shall establish and maintain an inventory to include the following information when materials/equipment are purchased with County funds:
 - 8.3.2.1 Name and phone number of Contractor's contact person where equipment is located;
 - 8.3.2.2 Address where equipment is located;
 - 8.3.2.3 Type of equipment;
 - 8.3.2.4 Brand and model number of equipment; and
 - 8.3.2.5 Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 8.3.3 Contractor shall update the equipment inventory on no less than an annual basis and shall provide County an updated Contractor's Equipment Control Form, SOW, Technical Exhibit 9, during the term of this Contract upon request.

- 8.3.4 Contractor shall provide and shall ensure that Subcontractors provide all equipment necessary to perform all services required by this Contract.
- 8.3.5 Contractor and Subcontractors shall provide sufficient telephone lines at its site(s).
- 8.3.6 Contractor and Subcontractors shall have responsibility for installation, repair and replacement of telephones and/or lines. This may include reasonable costs for replacement of cell phones.

8.4 Computer Equipment Supplies and Security

- 8.4.1 Contractor shall provide and shall ensure its Subcontractors provide necessary computer equipment and supplies (e.g., terminals, controller, paper, printer ribbons, etc.) to provide services.
- 8.4.2 Contractor shall report to the CCA, the loss, vandalism or theft of computer supplies and equipment within 24 hours after discovery. For stolen equipment, Contractor and/or Subcontractor shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours of receipt of the police report, excluding weekends and holidays.
- 8.4.3 Contractor shall provide and shall ensure Subcontractors provide all security for computers and printers and computer access to ensure that the equipment is secure.

8.5 Training

- 8.5.1 Contractor shall provide required trainings to all new Contractor and Subcontractor employees and provide continuing in-service training for all employees. Contractor must ensure that all staff providing services under this Contract complete the following mandatory trainings.
 - 8.5.1.1 The Contractor must ensure that all staff complete the Civil Rights training no less than biennially and provide verification of successful completion to the CCA upon request.
 - 8.5.1.2 The Contractor must ensure that all staff complete the following trainings no less than annually and provide verification of successful completion to the CCA upon request.
 - ADA Title II
 - Cultural Awareness Sensitivity
 - Mandated Reporter
 - 8.5.1.3 The Contractor must ensure that all staff complete the following trainings within 90 days of beginning employment, and at least

annually thereafter, and provide verification of successful completion to the CCA upon request.

- Cybersecurity
- Privacy Awareness
- Sexual Harassment and Discrimination Prevention

8.5.1.4 County may, in its sole discretion, pause, delete or add additional mandatory trainings for all Contractor's and Subcontractor's staff via Change Notice.

Upon Contractor's written request to CCA, County may provide training materials to Contractor, if available. If County provides such training materials, Contractor must ensure that all staff providing services under this Contract is trained.

8.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

8.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 am – 6:00 pm, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

The Contractor shall answer calls received by the answering service within the next business day.

Contractor shall maintain Count-recognized holidays.

8.7 Reports

Contractor will submit the following required reports. Any revisions to the report templates must be requested in writing via email to the CCPM, with a copy to the SCCA. Revisions must be agreed upon by both parties and will be executed via a Change Notice. Revisions that are required as a result of revised federal, State or County regulation are not negotiable.

8.7.1 Monthly Management Report (MMR)

Contractor shall submit MMR, Technical Exhibit 7, to DPSS' shared email at CESF-DPSSReports@dpss.lacounty.gov, by the 20th calendar day of the month following the service month, or the next business day thereafter.

8.7.2 CalWORKs Housing Support Program (HSP) Report

Contractor shall submit CalWORKs HSP Monthly Status Report, SOW, Technical Exhibit 10, to DPSS' shared email at CESF-DPSSReports@dpss.lacounty.gov, no later than the 20th calendar day of the month following the service month, or the next business day thereafter.

8.7.3 Monthly Benefits Tracking Log Report

Contractor shall submit a Monthly Benefit Tracking Log, SOW, Technical Exhibit 8, to DPSS' shared email at CESF-DPSSReports@dpss.lacounty.gov, by the 20th calendar day of the month following the month of service, or the next business day thereafter.

8.7.4 Ad Hoc Reports

At various times, County may request data or other information from Contractor on an ad hoc basis, as needed by the DPSS, 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.

8.7.5 Monthly Complaint Logs

Contractor shall submit a Monthly Complaint Log, Technical Exhibit 5, per SOW, Section 10.0, Complaints, to DPSS' shared email at CESF-DPSSReports@dpss.lacounty.gov, by the 20th calendar day of the month following the month of service or the next business day thereafter. If there are no complaints during the month of service, the log should indicate zero complaints.

9.0 FRAUD REFERRALS

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I). Information can be found on the Internet at <http://dpss.lacounty.gov/en/web-forms/report-fraud.html>.

10.0 COMPLAINTS

10.1 DPSS Received Complaints

County's CCA shall refer complaints to Contractor in writing for resolution. Contractor shall notify County's CCA in writing of the resolution within five days. Inquiries shall not be considered complaints. Calls not referred to Contractor for resolution shall not be considered complaints.

10.2 Contractor Received Complaints

- 10.2.1 Contractor shall maintain and shall ensure that Subcontractors maintain a Monthly Complaint Log, Technical Exhibit 5, recording each complaint directly by Contractor. Contractor shall include in the Monthly Complaint Log, complaints involving families' complaints about providers, about the Contractor or about other County Departments providing services at the FSCs and/or Crisis Housing Agencies.
- 10.2.2 Contractor shall complete and shall ensure that Subcontractors complete an Incident Report Form, Technical Exhibit 6, of all incidents received directly by Contractor or Subcontractor, respectively. Incident reports shall include incidents involving all families served under this Contract, complaints about the providers, about the Contractor or about other County Departments providing CESF services, and resolution to the incident.
- 10.2.3 Incident Reports shall be submitted within 24 hours of being notified by the FSC agency that an incident occurred via email to the CCA, with a copy to the SCCA, CPM and CCPM.
- 10.2.4 Contractor shall maintain and shall ensure that Subcontractors maintain the Incident Report per this Contract, Section 8.0, Subsection 8.37, Record Retention and Inspection-Audit Settlement.
- 10.2.5 Complaints which indicate abuse, neglect or exploitation of children shall be referred by Contractor and Subcontractors to the DCFS within 24 hours of receipt, per this Contract, Section 9.0, Subsection 9.3, Child/ Elder Abuse/Fraud Reporting.

10.3 Civil Rights Complaints Procedure

For processing discrimination complaints, Contractors must follow steps outlined in the Civil Rights Complaint Flowchart Process for Contractors, Exhibit R-5.

- 10.3.1 Contractor shall provide participant with the Complaint of Discriminatory Treatment form (PA 607), Exhibit R-1, when a complaint of discrimination is received.

- 10.3.1.1 If requested by the participant, Contractor will assist with completing the Complaint of Discriminatory Treatment form (PA 607), Exhibit R-1, in the participant's primary language available at:

<https://dpss.lacounty.gov/content/dam/dpss/documents/en/civil-rights/pa-607/fillable-pa-607/Fillable%20PA%20607%20EN.pdf>

- 10.3.1.2 Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log using the CESF Monthly Complaint Log, Technical Exhibit 5.
- 10.3.1.3 Contractor's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and the Civil Rights Section (CRS).
- 10.3.1.4 CCM/CRLs shall forward all PA 607s to the CCA within two business days.
- 10.3.1.5 CCM/CRLs shall not attempt to investigate Civil Right complaints. Investigations are handled by CRS.

11.0 CUSTOMER SERVICE

11.1 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. The Customer Service Program must be approved by DPSS and recommended changes to the Program must be made allowing a minimum of ten business days for review.

11.2 Customer Service Complaints

For any Customer Service Complaints, Contractor shall follow this SOW, Section 10.0, Complaints.

12.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan, including internal monitoring, Subcontractor monitoring, and staff training to assure the County that the requirements of this Contract are met, and that a consistent high level of services are provided throughout the term of this Contract. Contractor shall monitor Subcontractors at a minimum of a semi-annual basis or as often as needed, for adherence to all terms and conditions of the Contract. All monitoring records shall be provided to the County upon request.

- 12.1 The Quality Control Plan shall be submitted to the CCA for review within 90 days of the effective date of this Contract. The plan shall include, but may not be limited to the following:

- 12.1.1 Method of monitoring to ensure that Contract requirements are being met; a monitoring system covering all Contract services including but not limited to those requirements listed in HSCF Performance Requirements Summary, Technical Exhibit 1, identifying specific activities to be monitored, and the frequency of monitoring.

- 12.1.2 Monitoring of employee files, provider files, families' files/records, and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS.
- 12.1.3 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable. Record keeping of all monitoring conducted by Contractor identification of all errors found, a clear description of the problem, the corrective action taken, and the time elapsed between identification and completed correction.
- 12.1.4 Training plan for newly hired staff.
- 12.1.5 Samples of forms to be used in monitoring.
- 12.1.6 Samples of records to be maintained of staff training.
- 12.1.7 A written report of all investigations conducted by the Contractor documenting any corrective action and the resolution of the problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- 12.2 Contractor's Quality Control Plan shall also cover monitoring of the FSCs and Crisis Housing Subcontractors which shall include:
 - 12.2.1 Monitoring Subcontractors for quality of services provided to families.
 - 12.2.2 Monitoring for Benefits and Services provided, which may include but not limited to:
 - 1. Number of families that received benefits and services.
 - 2. Type of benefits and services received.
 - 3. Funding used by source.
 - 4. Invoices.
 - 5. Complaints received.
 - 6. Families provided with hotel/motel voucher.
 - 7. Families provided with emergency shelter.
 - 8. Families obtained permanent housing.
 - 9. Families identified with supportive services needs and referred to needed services.
 - 10. Incident Reports received.

- 12.2.3 Monitoring Subcontractors for Contract compliance in the areas of administrative accountability, fiscal responsibility and service delivery requirement.
- 12.2.4 Monitoring procedure of Subcontractors to verify initial and ongoing families' eligibility.
- 12.2.5 Data collection and monitoring systems to ensure that services are equitable for all families served under this Contract.
- 12.2.6 Monitor Subcontractors in a timely manner and maintain records of monitoring activities, documentation of findings, and a written monitoring report.
- 12.2.7 Monitoring of Subcontractors' employee files, participants' records, and reports.
- 12.2.8 Ensuring that Subcontractors' employees performing services under this Contract meet the background and security investigation requirements as set forth in Contract, Section 7.0, Subsection 7.4, Background and Security Investigations.
- 12.2.9 Monitoring of Subcontractors' shelter facilities for health and safety requirements as set forth in the SOW, Section 5.0, Service Providers, Subparagraph 5.2.1.3 Health and Safety.
- 12.2.10 Monitoring reports are to be submitted to County no later than 45 calendar days after Subcontractor monitoring is completed by Contractor. Upon the expiration or termination of the Contract, Contractor shall submit pending monitoring reports to County within 90 days from the Contract end date.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

13.1 Performance Requirements Summary (PRS) Chart

A Performance Requirements Summary PRS chart, SOW, Technical Exhibit 1, lists required services that will be monitored by the County during the term of this Contract. Contractor shall adhere to the PRS Chart which lists the following:

- Required services most critical to satisfactory Contract performance (Column 1).
- Performance indicator used to determine that the standards have been met (Column 2).
- Standard of performance for each required service (Column 3).
- Minimum Acceptable Quality Level (AQL) for each required service that is allowed before County assesses Unsatisfactory (Column 4).

- Monitoring methods to be used to evaluate Contractor's performance in meeting the Contract requirements (Column 5).
- Action required for not meeting the minimum AQL, for each listed Contract service requirement (Column 6).

13.2 PRS Services Consistent with Contract and SOW

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

13.3 Monitoring

13.3.1 Contractor shall be monitored at a minimum on an annual basis or as often as needed. County reserves the right to send its own personnel to the subcontractor's site for further monitoring of any performance requirements related to this contract if deemed necessary, by notifying LAHSA. Contractor may be monitored for adherence to all terms and conditions of the contract. In addition, Contractor may be monitored for required services listed on the PRS. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the CEO and Board.

Contractor's performance may be evaluated by a variety of inspection methods. The methods of monitoring that may be used are:

- 13.3.1.1 Review of Contractor's documentation/results on the monitoring of their Subcontractors;
- 13.3.1.2 Review of Subcontractor monitoring reports;
- 13.3.1.3 Review of the timeliness of monitoring Subcontractors;
- 13.3.1.4 Review of Contractor's procedures and reports for investigating, responding to, and resolving of complaints;
- 13.3.1.5 On-site evaluations of Contractor's compliance with administrative requirements.
- 13.3.1.6 Review of employee files, Subcontractors' records and reports maintained by the Contractor;

13.3.1.7 Review of Contractor's procedure for verifying participants' eligibility; and

13.3.1.8 Random sampling; a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection.

13.3.2 Performance Evaluation Meetings

Contractor is required to attend a Performance Evaluation meeting as often as deemed necessary. However, if a HSCF Contract Discrepancy Report (CDR) is issued, at the discretion of the CCA, a meeting, in person or by phone, shall be held within five days, at a mutually agreed upon time and place to discuss the problem. Failure to attend will cause issuance of a second CDR, and a Corrective Action Plan (CAP).

13.3.3 HSCF Contract Discrepancy Report (Technical Exhibit 2)

13.3.3.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Project Director and Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

13.3.3.2 The CCA will determine whether a formal CDR shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within ten workdays from the date of the CDR, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted with a timetable for correction of all deficiencies identified in the CDR to the CCA within ten workdays.

13.3.4 Government Observations

In addition to departmental contracting staff, other federal, State and/or County personnel, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

13.4 Notices of County Review Findings

13.4.1 Upon completion of a monitoring review, County shall provide Contractor with a notice of the findings, including a Contract

Discrepancy Report, Technical Exhibit 2, if necessary, per SOW, Section 13.0, Performance Requirements Summary, Subsection 13.3, Monitoring.

13.4.2 Contractor shall adhere to procedures set forth in SOW, Section 13.0, Performance Requirements Summary.

13.5 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance, Contractor shall, within ten workdays, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

13.6 Unsatisfactory Performance Remedies

13.6.1 When Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following nonperformance remedies:

13.6.1.1 Require the Contractor to implement a formal CAP, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

13.6.1.2 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.

13.6.2 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

13.6.3 Suspend or cancel the contract for systematic, deliberate misrepresentations. This section does not preclude the County's right to terminate the Contract as provided for in this Contract, Section 8.0, Subsection 8.41, Termination for Convenience.

HOMELESS SERVICES FOR CALWORKS FAMILIES (HSCF) PERFORMANCE REQUIREMENTS SUMMARY CHART

	Specific Performance Reference	Required Service	Standards of Performance	Acceptable Quality Level (AQL)	Monitoring Methods	Action Required
1	Contract, Section 5.0, Contract Sum, 5.7 Invoices and Payment Paragraph 5.7.2	Contractor shall ensure the first and second month of each quarter, monthly invoices of 1/12 of the annual maximum amount are submitted within ten calendar days after the end of the month in which CESF services were provided.	Timely submission of monthly invoices of 1/12 of the annual maximum amount for the first and second month of each quarter	One business day	Review delivery date to ensure receipt by the due date	Issue CDR; Complete and Implement Corrective Action Plan
2	Contract, Section 5.0, Contract Sum, 5.7 Invoices and Payment Paragraph 5.7.3	Contractor shall submit the Quarterly Reconciliation Invoice of actual costs for the fourth quarter by July 30 th .	Timely submission of accurate Quarterly Reconciliation Invoices	One business day	Review delivery date to ensure receipt by the due date	Issue CDR; Complete and Implement Corrective Action Plan
3	Contract Section 7.0, Administration of Contract - Contractor, Subsection 7.4, Background and Security Investigations	Contractor shall ensure that staff performing services under this Contract shall undergo and pass a background investigation.	Documentation on file.	100%	Review of employee files.	Issue CDR; Complete and Implement Corrective Action Plan
4	Contract, Section 7.0, Administration of Contract – Contractor, Subsection 7.5, Confidentiality	Contractor shall adhere to provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement, Exhibit J1, Contractor Employee Acknowledgement and Confidentiality Agreement, Exhibit J2, and Contractor Non-Employee Acknowledgement and Confidentiality Agreement form Exhibit J-3	Completed/signed form in employee/non-employee folder.	98%	Review employee folder.	Issue CDR; Complete and Implement Corrective Action Plan
5	Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.5, Complaints/Grievances	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.	Contractor shall provide County with a policy for receiving, investigating and responding to complaints within ten business days after the Contract effective date.	Two business days	Review the Contractor's policy of receiving participants' complaints.	Issue CDR; Complete and Implement Corrective Action Plan
6	Exhibit A, SOW, Section 2.0, Management Services, Paragraph 2.1.16	Contractor shall ensure interim replacement of staff vacancies and notify County in writing within ten days.	Timely replacement of staff.	Three business days	Review new hire information.	Issue CDR; Complete and Implement Corrective Action Plan

HOMELESS SERVICES FOR CALWORKS FAMILIES (HSCF) PERFORMANCE REQUIREMENTS SUMMARY CHART

	Specific Performance Reference	Required Service	Standards of Performance	Acceptable Quality Level (AQL)	Monitoring Methods	Action Required
7	Exhibit A, SOW Section 4.0, Services and Benefits, Subsections 4.3	Contractor shall maintain and track through HMIS the families receiving Homeless Benefits under this Contract funding to ensure that the limit for benefits is not exceeded.	Documentation on file indicating the maximum benefit limit for families served under this Contract.	100%	Review Benefits Tracking Log.	Issue CDR; Complete and Implement Corrective Action Plan
8	Exhibit A, SOW Section 6.0, Performance Outcome Measures, letter "a"	60% Homeless families served annually under this Contract will obtain permanent housing within 12 months from the date of enrollment.	Documentation that verifies the family secured and maintained permanent housing.	100%	Review the MMR and the documentation that tracks when the family secured permanent housing.	Issue CDR; Complete and Implement Corrective Action Plan
9	Exhibit A, SOW Section 6.0, Performance Outcome Measures, letter "b"	70% Homeless families served under this Contract that obtain permanent housing will not re-enter shelter within 12 months of exit.	Documentation that verifies the family secured and maintained permanent housing.	100%	Review the MMR and the documentation that tracks when the family secured permanent housing.	Issue CDR; Complete and Implement Corrective Action Plan
10	Exhibit A, SOW Section 6.0, Performance Outcome Measures, letter "c"	75% CalWORKs families at risk of homelessness, remain permanently housed at exit of the program.	Documentation that verifies the family secured and maintained permanent housing.	100%	Review the MMR and the documentation that tracks when the family secured permanent housing.	Issue CDR; Complete and Implement Corrective Action Plan
11	Exhibit A, SOW Section 6.0, Performance Outcome Measures, letter "d"	60% Newly enrolled families are enrolled within seven days of the last problem-solving conversation.	Documentation that verifies the family were enrolled in program.	100%	Review the MMR and the documentation tracks enrollment dates.	Issue CDR; Complete and Implement Corrective Action Plan
12	Exhibit A, SOW Section 6.0, Performance Outcome Measures, letter "e"	40% of HSP funding shall be used for direct financial assistance (such as: rental payment, security deposit, utility payment, etc).	Documentation that verifies the	100%	CalWORKs HSP Monthly Status Report	Issue CDR; Complete and Implement Corrective Action Plan
13	Exhibit A, SOW, Section 8.0, Contractor Responsibilities, Subsection 8.6, Contractor's Office	Contractor shall be available to provide Services during hours of operations.	Available M-F, 8:00A.M.- 6:00PM	100%	Site Monitoring	Issue CDR; Complete and Implement Corrective Action Plan
14	Exhibit A, SOW, Section 8.0, Contractor Responsibilities, Paragraph 8.7.1 Technical Exhibit 7, MMR	Contractor shall provide a Management Report (MMR), which contains all data information on the families served under this contract.	MMR shall be submitted by the 20th calendar day of each month or the next business day thereafter.	95%	Review MMR delivery by 20th of the month.	Issue CDR; Complete and Implement Corrective Action Plan

**HOMELESS SERVICES FOR CALWORKS FAMILIES (HSCF)
PERFORMANCE REQUIREMENTS SUMMARY CHART**

	Specific Performance Reference	Required Services	Standards of Performance	Acceptable Quality Level (AQL)	Monitoring Methods	Action Required
15	Exhibit A, SOW, Section 8.0, Contractor Responsibilities, Paragraph 8.7.5, Technical Exhibit 5, Monthly Complaint Log	Contractor shall provide a Monthly Complaint Log which contains complaints involving families' complaints about providers, the Contractor, or other County Departments for services provided at the FSCs and/or Crisis Housing agencies.	Monthly Complaint Log shall be submitted by the 20th calendar day of each month (excluding weekends and/or County holidays).	One business day	Review report receipt delivery by 20th of the month.	Issue CDR; Complete and Implement Corrective Action Plan
16	Exhibit A, SOW, Section 8.0, Contractor Responsibility, Subsection 8.5, Training	Contractor must ensure that all staff providing services under this Contract, including Subcontractor staff, complete the required mandatory trainings listed under SOW Subsection 8.5	Monitor and request training to ensure compliance.	Employees working under the Contract must complete trainings at start of employment and ongoing.	Review employee attendance log.	Issue CDR; Complete and Implement Corrective Action Plan
17	Exhibit A, SOW, Section 12.0. Quality Control, Subsection 12.1	The Quality Control Plan shall be submitted to the CCA for review within ninety (90) days of the effective date of this Contract.	Contractor shall provide County with Quality Control Plan.	Within 90 days of the effective date of this Contract.	Review delivery date to ensure receipt by the due date.	Issue CDR; Complete and Implement Corrective Action Plan

HSCF CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATE: _____

Date returned by Contractor: _____

Date action completed: _____

DISCREPANCY:

The following discrepancies were identified during the month of: _____:

Signature of CCA

Date

CONTRACTOR RESPONSE by or no later than _____ (Cause and Corrective Action):

Signature of Contractor

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of CCA

Date

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

CCA Signature and Date: _____

Contractors Representative's Signature and Date: _____

Contractor shall respond via fax at (562) 908-0590 or email a response to the DPSS, County Contract Administrator within ten business days of receipt of this document.

DPSS-CES FOR FAMILIES PARTICIPANT ELIGIBILITY REQUEST FORM			
<input type="checkbox"/> Crisis Housing <input type="checkbox"/> Rapid Re-Housing/Housing Navigation <input type="checkbox"/> Prevention			<input type="checkbox"/> New Request <input type="checkbox"/> Re-Clearance
Eligibility Month/Year: _____			
To be completed by Family Solutions Center (FSC) Staff			
CalWORKs Case #: _____		Today's Date: _____	
Participant Name: _____		Date of Birth: _____	
First	Last		
Participant SS #: _____		Participant Phone #: (____) _____	
FSC Agency: _____		FSC Staff Name: _____	
FSC Phone #: (____) _____		FSC Fax #: (____) _____	
Family referred to the FSC by: _____			
DPSS Release and Consent Agreement Completed <input type="checkbox"/> Yes Date Signed: _____			
HMIS reviewed for DPSS Funding <input type="checkbox"/> Yes			URGENT <input type="checkbox"/>
For DPSS use only			
Eligibility Questions	YES	NO	INITIAL
1. Does the family have an open/active CalWORKs case? If no, CalWORKs Discontinuance Date _____ and CalWORKs Discontinuance Reason _____ (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	
2. Is an adult in the CalWORKs family enrolled (including "Good Cause") in GAIN Welfare-to-Work (WtW)? If enrolled in GAIN, start date and end date of the GAIN activity or Good Cause: Activity #1 _____ Start Date _____ End Date _____ Good Cause _____ Start Date _____ End Date _____	<input type="checkbox"/>	<input type="checkbox"/>	
For DPSS use only			
ELIGIBILITY DETERMINATION:			
<u>Eligibility Category:</u> <input type="checkbox"/> CalWORKs WtW Family Potentially Eligible for the Housing Support Program (HSP) Funding <input type="checkbox"/> CalWORKs Non-WtW Family Potentially Eligible for the HSP Funding <input type="checkbox"/> Previous CalWORKs Family (Discontinued due to Excess Income) Potentially Eligible for HSP Funding <input type="checkbox"/> CalWORKs WtW Family Potentially Eligible for WtW/Single Allocation Funding (Only when requested by FSC)			
Comments: _____			
NOTE: Although the family is determined "potentially eligible" for the above funding, it is the responsibility of the FSCs to ensure the family receives the correct amount and number of months of funding			
APPROVED BY: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;">_____</div> <div style="width: 30%;">_____</div> <div style="width: 30%;">_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">HCM Name (Print)</div> <div style="width: 30%;">Signature</div> <div style="width: 30%;">Date</div> </div>			
IMG-427		PA 6115 09/2022	

COORDINATED ENTRY SYSTEM (CES) FOR FAMILIES
Consent and Release Agreement

1. I understand that provisions of law, including but not limited to Welfare & Institutions Code Section 10850, protect the identity of applicants and participants of public assistance and also protect the unauthorized release of confidential welfare information that is not directly connected to the Department of Public Social Services (DPSS).
2. I have been told that the County of Los Angeles wants to use my information to assist DPSS and other agencies to expand and coordinate services, create interagency partnerships, evaluate outreach services, make necessary policy and regulatory changes, and to be more efficient in our service delivery to your family.
3. I understand that if I sign this agreement, DPSS may share the information on my case with the Los Angeles Homeless Services Authority (LAHSA) and its Subcontractors working together as part of the CES FOR FAMILIES to better provide services to my family.
4. I voluntarily consent and authorize DPSS, its agents and employees to share the information on my cases. I understand and agree that I will receive no money or other benefits from the County of Los Angeles or any other party as a result of consenting to the release of such information.
5. I agree to release DPSS, its agents and employees from any liability whatsoever, including for injuries, damages and losses, known or unknown, resulting from sharing the information with other County departments, LAHSA, and its Subcontractors with whom the County collaborates as part of the CES FOR FAMILIES.
6. I acknowledge that before signing this consent and release agreement, I have carefully read and fully understand its terms.
7. This Consent and Release Agreement shall expire one year from the date of my case discontinuance.
8. I understand that if I agree to sign this Consent and Release Agreement, which I am not required to do, I must be provided with a signed copy of the form. I understand that I may refuse to sign this Consent and Release Agreement without affecting my ability to obtain services.
9. I understand that I have the right to revoke this authorization at any time by saying so in writing. I also understand that a revocation will not affect the sharing of information done in reliance on this Consent and Release Agreement prior to its being revoked.

I _____ give permission to _____ at
Name of Client (Print Name) Agency

_____ to release my information.
Agency Address

Client's Signature Date

Witness Signature Date

Witness (Print Name) / Job Title

CES FOR FAMILIES Monthly Complaint Log

FSC / Crisis
Housing
Site:

Service Month:

FSC / Crisis Housing Site or Staff: _____			Date: _____
Client's Name: _____	CalWORKs Case #: _____	Primary Language: _____	

Complaints: _____

Comments: _____

Resolution: _____

Staff
Completing
Report _____ Date: _____ Time: _____
Supervisor's
Name &
Signature _____ Date: _____

Note: If a complaint is filed, attach a copy of the Complaint Log to the MMR.
Civil Rights Complaints must be on a PA 607 in Participant's preferred language.

CES FOR FAMILIES Incident Report Form

FSC / Crisis

Housing Site: _____

Case/Participant

Name: _____

Service Month: _____

CalWORKs Case

#: _____

Staff: _____	Program/Project: _____
Staff: _____	Program/Project: _____
Staff: _____	Program/Project: _____
Staff: _____	Program/Project: _____
Report Date: _____	Time: _____

Were participants involved in anyway?

Yes: _____ No: _____

Incident location: _____

Where were you when the incident/accident occurred?

Were you or your team member involved in the incident?

Yes: _____ No: _____

Type of incident (check all that apply):

Adult Abuse or Neglect		Threat of Violence		Property Damage		Vehicle Accident		Other	
Child Abuse or Neglect		Domestic Violence		Property Lost		Mental Health Crisis		Other	
Client Assaulted		Staff Assaulted		Property Stolen		Other		Other	

Describe persons directly involved:

Witness(s) information:

	Name:	Address:	Phone:
1)			
2)			
3)			
4)			

Additional information for this page:

CES FOR FAMILIES Incident Report Form

Police contacted? Yes: _____ No: _____
 Was a police report filed/taken? Yes: _____ No: _____
 Report filed on: Date: _____ Time: _____
 Report available on: Date: _____ Time: _____

Anyone require medical attention? Yes: _____ No: _____
 Was an ambulance called? Yes: _____ No: _____
 Anyone taken to the hospital? Yes: _____ No: _____
 Describe: _____

Vehicle(s) involved/observed:

License plate: _____ Make: _____ Driver: _____
 Model: _____ Year: _____ Passenger: _____
 Color: _____ Body Type: _____ VIN #: _____
 Other information regarding vehicle(s): _____

Incident reported to LAHSA staff: Yes: _____ No: _____
 Reported to: _____ Date: _____ Time: _____

Notified by (check all that apply):

In person		By phone		In writing		Email		Other	
-----------	--	----------	--	------------	--	-------	--	-------	--

Information on client(s) involved:

Name: _____ Contact number: _____
 Name: _____ Contact number: _____
 Name: _____ Contact number: _____
 Name: _____ Contact number: _____

General description of incident/behavior/other information:

Resolution: (Use additional Pages if needed)

Prepared by: _____ Date: _____

CES for Families Monthly Management Report - Service Month of: April 2024													
		Totals - This Month						Totals - YTD					
		WW	Non-WTW	Total CW	Total Families	%	AQL	WTW	Non-WTW	Total CW	Total Families	%	AQL
1. Access Data													
1	# of families receiving a Problem Solving conversation	0	0	0	842			0	0	0	7338		
2	# of families with a positive Problem Solving outcome (families diverted from utilizing CES)	0	0	0	73			0	0	0	1002		
3	# of families without a positive problem solving outcomes (those ineligible for CES for Families programs, those who lost contact with the FSC, those who were referred to CES for Families programs)	0	0	0	769			0	0	0	6336		
4	# of families screened for CES for Families programs	0	0	0	66			0	0	0	1021		
5	# of families with a problem solving conversation that was followed by an enrollment into a CES for Families program	37	6	43	87			544	186	730	1099		
6	Average length of time between initial Problem Solving Conversation and CES for Families program enrollment (Average Days)	3	4	3	4			26	25	28	23		
2. Program Data		WW	Non-WTW	Total CW	Total Families	%	AQL	WTW	Non-WTW	Total CW	Total Families	%	AQL
1	# of families enrolled in any CES for families Program (deduplicated across all program types)	1262	495	1767	2729			1754	661	2415	3772		
2	# of families newly enrolled in any CES for families Program (deduplicated across all program types)	177	55	232	347			1174	407	1581	2398		
3	# of homeless families that obtained Permanent Housing through any CES for Families Program (deduplicated across CH, HN, and RRH program types)	37	21	58	86			464	187	651	1027		
4	# of families at risk of homelessness that exited CES for Families Prevention Program to a new residence (only PRV) (d)	0	0	0	0			4	3	7	16		
5	# of families that were discontinued from CW due to excess income but continue to be served with HSP funding (deduplicated across all program types)	0	2	2	2			0	10	10	10		
3. Homeless Prevention		WW	Non-WTW	Total CW	Total Families	%	AQL	WTW	Non-WTW	Total CW	Total Families	%	AQL
1	# of families newly enrolled	25	4	29	64			210	57	267	567		
2	# of families exited to all destinations	6	2	8	14			30	16	46	108		
3	# of families exited to a permanent housing location	6	2	8	14			24	13	37	95		
4	# of families exited who remained in initial residence	6	2	8	14			20	10	30	79		
5	# of families at risk of homelessness exited who were rehoused to a new residence without an episode of homelessness between residences (d)	0	0	0	0			4	3	7	16		
6	# of families exited to crisis housing	0	0	0	0			3	1	4	4		
7	# of families exited to an unknown location or other destinations	0	0	0	0			3	2	5	9		
4. Crisis Housing		WW	Non-WTW	Total CW	Total Families	%	AQL	WTW	Non-WTW	Total CW	Total Families	%	AQL
1	# of families newly enrolled	53	21	74	112			554	187	741	1085		
2	# of families enrolled at a site based facility (shelter)	19	9	28	37			196	68	264	413		
3	# of families enrolled in a voucher program (motel/hotel)	33	11	44	72			339	109	448	633		
4	# of families exited	29	12	41	59			435	132	567	906		
5	# of families exited to a permanent housing location	10	10	20	29			223	67	290	456		
6	# of families exited to an unknown location or other destinations	4	1	5	6			50	13	63	81		
5. Housing Navigation		WW	Non-WTW	Total CW	Total Families	%	AQL	WTW	Non-WTW	Total CW	Total Families	%	AQL
1	# of families newly enrolled	65	23	88	120			515	176	691	957		
2	# of families that obtained permanent housing and remained enrolled in HN	1	5	6	11			7	7	14	28		
3	# of families that exited HN	13	9	22	35			337	102	439	673		
4	# of families that exited to a permanent housing location	12	9	21	30			277	85	362	533		
5	# of families exited to an unknown location or other destinations	0	0	0	1			22	4	26	51		
6. Time Limited Subsidy		WW	Non-WTW	Total CW	Total Families	%	AQL	WTW	Non-WTW	Total CW	Total Families	%	AQL
1	# of families newly enrolled	53	17	70	93			433	156	589	834		
2	# of families that moved into permanent housing	23	14	37	52			326	120	446	630		
3	# of families exited	14	7	21	31			171	62	233	409		
4	# of families exited to a permanent housing location	9	2	11	20			127	68	195	313		
5	# of families exited to an unknown location or other destinations	5	5	10	11			44	24	68	96		
7. Contract Outcome		WW	Non-WTW	Total CW	Total Families	%	AQL	WTW	Non-WTW	Total CW	Total Families	%	AQL
1	60% of homeless CW families served annually under this Contract obtained permanent housing within 12 months from the date of enrollment (deduplicated across all program types serving homeless families - CH, HN, RRH - first enrollment as 12 months start)							576	208	784	1229	32%	60%
2	75% of CW families at risk of homelessness served under this contract remained permanently housed at exit from the program (families at risk of homelessness can only be served in Prev)							24	13	37	95	80%	75%
3	70% of all CW families enrolled annually under this Contract did not enter crisis housing within 12 months of exit from the program (deduplicated across all program types - CH, HN, RRH, Prev - last exit date)							282	191	473	876	60%	70%
8. Performance Requirements		WW	Non-WTW	Total CW	Total Families	%	AQL	WTW	Non-WTW	Total CW	Total Families	%	AQL
1	60% of newly enrolled families were enrolled into any CES for family programs within 7 days of the last problem-solving conversation	37	6	43	72	60%	60%	387	121	500	744	67%	60%
Footnotes: (a) - a family in prevention can receive several months of assistance after their housing was save but before they are exited from a prevention program. (b) - a family can be served in both motel/hotel vouchers and site based shelter within the same month. (c) - YTD totals include monthly totals and rollover from last fiscal year. (d) - does not reflect the number moved into a new location this month, but strictly those exiting the program to a new location.													

Monthly Benefit Tracking Log

Month/Year: ____/____

Fiscal Year: _____

Participant Name	CW Case #	Benefit Type	Date Benefit Issued	Benefit Amount	# of Days Benefit is Issued for	Benefit Funding Source	
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-

Completed by: _____
Print Name

Date: _____

Instructions															
Housing Staus Type Guide:							Benefit Type:								
PH	Permanent Housing					HTL	Hotel								
TH	Transitional Housing					MTL	Motel								
ES	Emergency Shelter					ES	Emergency Shelter								
WOU	Without Placement/Unknown					TH	Transitional Housing								
DIS	Dismissed for non-compliance					TRNS	Transportation								
ARS	Arrested					SD	Security Deposit								
FF	Friends/Family					UD	Utility Deposit								
OTH	Other					RS	Rental Subsidy								
Income Type Guide:															
SSI	Social Security Income														
SSDI	Social Security Disability Income														
GPA	General Relief														
TANF	CalWORKs														
VB	Veterans Benefits														
EI	Employment Income														
UB	Unemployment Benefits														
OTH	Other														
None	No Income														

CONTRACTOR'S EQUIPMENT CONTROL FORM

CCA's Name: _____ and Phone #: _____								
	<i>On Site Contact Person and Phone Number</i>	<i>Type of Equipment</i>	<i>Brand and Model #</i>	<i>Bar Coded</i>		<i>Purchase or Delivery Date</i>	<i>Cost of Equipment</i>	<i>Address where Equipment is Located</i>
				Yes	No			
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

CalWORKs HSP MONTHLY STATUS REPORT

This Report is subject to change

CalWORKs Housing Support Program (HSP) Monthly Status Report HSP 14 (09/18)			
DOWNLOAD REPORT FORM FROM: https://www.cdss.ca.gov/inforesources/Research-and-Data/Report-Form-and-Instructions			
EMAIL US FOR QUESTIONS ABOUT THE FORM OR INSTRUCTIONS: admHSP14@dss.ca.gov			
EMAIL US FOR TECHNICAL SUPPORT QUESTIONS: admssdachts@dss.ca.gov			
Automated Form Updated: 07/19/19			
COUNTY NAME Select County Name	VERSION Initial	REPORT MONTH Select Month	REPORT YEAR Select Year
PART A. REQUESTS/REFERRALS FOR SERVICES			Total Requests/ Referrals
Requests/Referrals Issued			
1. Requests/Referrals pending at the end of last month, as reported to CDSS in Item 10 on last month's report			1
2. Requests/Referrals adjustment			2 0
3. Requests/Referrals pending at the beginning of the month			3
4. Requests/Referrals received during the month			4
5. Total requests/referrals on hand during the month			5 0
Requests/Referrals Denied			
6. Requests/Referrals denied during the month			6 0
a. Family does not have a CalWORKs recipient			7
b. Family is not in an eligible residence situation (not homeless or in receipt of a court ordered eviction)			8
c. Family does not meet additional county prioritization plan			9
d. HSP funding is not available			10
e. Family self-resolved			11
f. Family found help with another program			12
g. Family was unreachable			13
h. Other denials including withdrawals			14
Requests/Referrals Approved			
7. Requests/Referrals approved during the month			15 0
8. Of the requests/referrals approved in Item 7, total persons in the family			16 0
a. Age 0 - 5 years			17
b. Age 6 - 12 years			18
c. Age 13 - 17 years			19
d. Age 18 - 24 years			20
e. Age 25 years and older			21
9. Of the requests/referrals approved in Item 7, the family's residence status at time of approved request/referral			22 0
a. Family lacks fixed and regular nighttime residence			23 0
1. Family has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations			24
# Family resides in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings			25
b. Family is in receipt of a judgment for eviction, as ordered by the court			26
10. Requests/Referrals pending at the end of the month			27 0

PART B. CASELOAD MOVEMENT					Total Cases	
Active Cases						
11. Cases carried forward from last month, as reported to CDSS in Item 19 on last month's report					28	
12. Cases adjustment					29	0
13. Cases at the beginning of the month					30	
14. New cases added during the month					31	0
15. Total cases on hand during the month					32	0
Cases Discontinued (Family Exits)			In Permanent Housing	Not in Permanent Housing	Total Cases	
16. Cases discontinued (family exits) during the month			33	0	34	0
a. Family housing has stabilized			36		37	0
b. Family entered another housing program			39		40	0
c. Family no longer has a CalWORKs recipient			42		43	0
d. Family is no longer eligible per county requirements			45		46	0
e. Family moved out of the county			48		49	0
f. Family whereabouts are unknown/family is unreachable			51		52	0
g. Family has other reason for exiting			54		55	0
17. Of the cases in Item 16, the family's housing situation at exit			57	0	58	0
a. Family is in permanent housing and will not receive housing support moving forward			60			
b. Family is or will be receiving a (non-HSP) housing subsidy/service			61		62	0
c. Of those reported in Item 9b, family retained permanent housing after receipt of judgment for eviction, as ordered by the court			64			
d. Family is sharing housing with relatives/friends			65		66	0
e. Family is in a shelter or nighttime residence that is a supervised publicly or privately operated shelter					68	
f. Family is residing in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings					69	
g. Family has unknown housing situation			70		71	0
h. Family has other housing situation			73		74	0
18. Of the cases in Item 17a, 17b, and 17h, families in permanent housing at the time of exit			76	0		
a. 1 calendar month or less (includes families receiving only deposit and/or 1st month's			77			
b. 2 - 3 months			78			
c. 4 - 5 months			79			
d. 6 - 8 months			80			
e. 9 - 11 months			81			
f. 12 - 18 months			82			
g. 19 - 24 months			83			

Case Status at the End of the Month		Total Cases	
19. Cases on hand at the end of the month	84		0
20. Of the cases in Item 19, the housing status of the family at the end of the month	85		0
a. Family is not in permanent housing	86		
b. Family attained permanent housing during the month	87		0
1. 29 days or less	88		
# 30 - 45 days	89		
# 46 - 60 days	90		
# 61 - 75 days	91		
# 76 - 90 days	92		
# 91 days or more	93		
c. Family is in ongoing permanent housing	94		
PART C. FINANCIAL ASSISTANCE		Expenditures	Total Cases
21. Of the cases in Item 15, cases that were issued financial assistance during the month (Unduplicated	95	\$0	96
22. Total rental assistance issued to the family during the month	97	\$0	98
a. Full monthly rental subsidy issued	99	\$0	100
1. Less than \$501	101		102
# \$501 - \$750	103		104
# \$751 - \$1,000	105		106
# \$1,001 - \$1,300	107		108
# \$1,301 - \$1,800	109		110
# More than \$1,800	111		112
b. Partial rental assistance issued	113	\$0	114
1. Less than \$501	115		116
# \$501 - \$750	117		118
# \$751 - \$1,000	119		120
# \$1,001 - \$1,300	121		122
# \$1,301 - \$1,800	123		124
# More than \$1,800	125		126
23. Additional rental payments issued for a case during the month	127		128
24. Security deposits issued during the month	129		130
25. Utility payments issued during the month	131		132
26. Moving costs issued during the month	133		134
27. Interim/temporary housing issued during the month	135		136
28. Making home habitable costs issued during the month	137		138
29. Other financial assistance issued during the month	139		140
PART D. HOUSING AND RELOCATION SERVICES		Total Cases	
30. Of the cases in Item 15, cases that were issued housing and/or relocation services during the month (Unduplicated	141		
31. Of the cases in Item 30, the number of cases provided with each service during the month	142		0
a. Case management	143		
b. Interim housing	144		
c. Landlord engagement	145		
d. Housing search and placement	146		
e. Legal services	147		
f. Credit repair	148		
g. Other	149		

COMMENTS		
Item 2 Explanation		
Item 6h Explanation		
Item 12 Explanation		
Item 16d Explanation		
Item 16g Explanation		
Item 17h Explanation		
Item 29 Explanation		
Item 31g Explanation		
Revised Report Explanation		
CONTACT PERSON	TELEPHONE	EXTENSION
JOB TITLE/CLASSIFICATION	EMAIL	
SUPERVISOR	TELEPHONE	EXTENSION
JOB TITLE/CLASSIFICATION	EMAIL	
		DATE SUBMITTED

REFERRAL FOR MENTAL HEALTH OR SUBSTANCE USE DISORDER SCREENING

PARTICIPANT NAME:	DPSS CASE NUMBER:
PARTICIPANT ADDRESS:	PARTICIPANT PHONE:
FRT/CM/HCM NAME:	FRT/CM/HCM PHONE NUMBER:
COMPLETED BY FRT/CM/HCM: Referral Date: _____ Referral being made to: <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Mental Health (MH) (SUD) and/or <input type="checkbox"/> Substance Use Disorder screening </div>	
COMPLETED BY HCM: Is the adult aided on a CalWORKs case? <input type="checkbox"/> Yes or <input type="checkbox"/> No Is the participant currently participating in GAIN/REP? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
<p style="text-align: center;">For Mental Health Clinician or Substance Use Disorder Counselor Use Only</p> Was a MH/ SUD screening completed? <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> MH <input type="checkbox"/> Yes or <input type="checkbox"/> No </div> <div style="text-align: center;"> SUD <input type="checkbox"/> Yes or <input type="checkbox"/> No </div> </div> Screening Date: _____ Screening Date: _____ Recommend referral to CalWORKs Clinical Assessment. <input type="checkbox"/> Yes or <input type="checkbox"/> No <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Mental Health Clinician Signature </div> <div style="width: 45%;"> _____ Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Substance Use Disorder Counselor Signature </div> <div style="width: 45%;"> _____ Date </div> </div>	

PA 6116 (03/11/20)



Family Solutions Center (FSC)

Two-Way Gram

SECTION A (To be completed by the referring FSC Staff)

To (HCM or BWS-LOD Staff):	Date:
From (FSC Agency Name):	FSC Staff Name:
FSC Staff Telephone Number:	FSC Staff Fax Number:

SECTION B (To be completed by the referring FSC Staff)

Adult Participant Name (Please Print):	SSN (Last four digits only):
Birthdate:	Telephone Number:
Other Adult Name:	SSN (Last four digits only):
Birthdate:	Telephone Number:
Families Immediate Housing Need: <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Move-In Assistance <input type="checkbox"/> Eviction Prevention <input type="checkbox"/> Rental Subsidy Assistance	

SECTION C (To be completed by the HCM or BWS-LOD)

Date Two-Way Gram Received: _____ Date returned to FSC: _____	
The participant has the following Homeless Programs and Services potentially available: <input type="checkbox"/> Temporary Homeless Assistance <input type="checkbox"/> Emergency Assistance to Prevent Eviction <input type="checkbox"/> Permanent Homeless Assistance <input type="checkbox"/> 4-Month Rental Assistance <input type="checkbox"/> Moving Assistance <input type="checkbox"/> Temporary Homeless Assistance Program (THAP)+14 <input type="checkbox"/> No Homeless Programs/Services Available	
If currently accessing any of the above programs or services, please list below:	
_____	_____
_____	_____

SECTION D (To be completed by the HCM or BWS-LOD) The participant has been scheduled for an appointment with DPSS as follows:

☐ Apply for CalWORKs ☐ Apply for Homeless/At-Risk Programs ☐ Referred to Homeless Services ☐ Resolve GAIN-related issue/s

DPSS District/GAIN Regional Office: _____ DPSS Case #: _____

Date of Appointment: _____ Time of Appointment: _____

Name of EW/HCM/HSS GSW: _____ Telephone #: _____

TEMP 2235 (06/20)

Distribution: Original: FSC
Copy: HCM

EXHIBIT B
CONTRACT BUDGET

EXHIBIT C
CONTRACTOR'S SAMPLE INVOICES

CONTRACTOR'S SAMPLE MONTHLY INVOICE

SAMPLE HOMELESS SERVICES FOR CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS FAMILIES A COORDINATED ENTRY SYSTEM MONTHLY INVOICE (NON-WTW OR WTW) FUNDING SOURCE: CalWORKs HOUSING SUPPORT PROGRAM	
Contractor: Contract Term: Contract Number :	Invoice Date: Invoice Number: Service Month: Fiscal Year:
I. Advance Payment Administrative:	\$ -
Advance Payment Direct Services:	\$ -
Total Advance Requested :	\$ -
II. Administrative Costs:	\$ -
Advance Payment Recoupment (-)	\$ -
Overpayment Recoupment (-)	\$ -
Other Adjustments (+/-)	\$ -
Total Administrative Costs:	\$ -
III. Direct Services Costs Subcontractors:	\$ -
Case Management	\$ -
Financial Assistance	\$ -
Program Cost	\$ -
Advance Payment Recoupment (-)	\$ -
Overpayment Recoupment (-)	\$ -
Other Adjustments (+/-)	\$ -
Total Direct Services Costs:	\$ -
IV. LAHSA Direct Staffing:	\$ -
Overpayment Recoupment (-)	\$ -
Other Adjustments (+/-)	\$ -
Total LAHSA Direct Staffing Costs:	\$ -
V. Total Invoice Amount (I+II+III+IV):	\$ -
Contractor Certification: I certify that the information on this invoice is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the contract.	
CONTRACTOR SIGNATURE	DATE
CONTRACTOR NAME / TITLE (Please Print)	TELEPHONE NUMBER
COUNTY USE ONLY	
Administrative Advance Payment	\$ -
Direct Services Advance Payment	\$ -
Total Advance Payment:	\$ -
Administrative Payment	\$ -
Adjustment(+/-):	\$ -
Total Administrative Payment:	\$ -
Direct Services Payment	\$ -
Adjustment(+/-):	\$ -
Total Direct Services Payment:	\$ -
Direct Staffing Payment	\$ -
Adjustment(+/-):	\$ -
Total Direct Staffing Payment:	\$ -
Approved By:	
COUNTY ADMINISTRATOR SIGNATURE	DATE
COUNTY ADMINISTRATOR NAME / TITLE (Please Print)	

Department of Public Social Services

CONTRACTOR'S SAMPLE RECONCILIATION INVOICE

SAMPLE
HOMELESS SERVICES FOR CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS FAMILIES – A COORDINATED ENTRY SYSTEM
QUARTERLY RECONCILIATION INVOICE (WTW OR NON-WTW)
FUNDING SOURCE: CalWORKs HOUSING SUPPORT PROGRAM

Quarter #:
Contractor:
Contract Term:
Contract Number:

Invoice Date:
Invoice Number:
Service Months:
Fiscal Year:

EXPENSES	Service Months									Quarterly Summary											
	July-25			Aug-25			Sep-25			Amount Received	Actual Costs	Over(+)/Under(-)									
	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)									
I. LAHSA Administrative Costs (10% of Budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
II. Direct Services Costs (All SPAs)	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)									
Case Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
Financial Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
Program Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
Total Direct Services Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
III. LAHSA Direct Staffing Costs	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)	Amount Received	Actual Costs	Over(+)/Under(-)									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
ADMINISTRATIVE COSTS				DIRECT SERVICES COSTS				LAHSA DIRECT STAFFING COSTS													
Invoice Amount : \$ -				Invoice Amount : \$ -				Invoice Amount : \$ -													
Advance Payment Recoupment : \$ -				Advance Payment Recoupment : \$ -				Overpayment Recoupment (-): \$ -													
Overpayment Recoupment (-): \$ -				Overpayment Recoupment (-): \$ -				Other Adjustments (+/-): \$ -													
Other Adjustments (+/-): \$ -				Other Adjustments (+/-): \$ -				Total Invoice Amount : \$ -													
Total Invoice Amount : \$ -				Total Invoice Amount : \$ -																	
COMMENTS:																					
Contractor Certification: I certify that the information on this invoice is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the contract. I also certify that all required payroll tax and income tax money have been withheld from wages of person employed by this organization to this date, and such funds have been held in a reserve fund transmitted to local, State, or federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.																					
CONTRACTOR SIGNATURE				CONTRACTOR NAME /TITLE (Please Print)				DATE		TELEPHONE NUMBER											
COUNTY USE ONLY																					
ADMINISTRATIVE COSTS				DIRECT SERVICES COSTS				LAHSA DIRECT STAFFING COSTS													
Invoice Amount : \$ -				Invoice Amount : \$ -				Invoice Amount : \$ -													
Adjustments (+/-): \$ -				Adjustments (+/-): \$ -				Adjustments (+/-): \$ -													
Advance Payment Adjustment : \$ -				Advance Payment Adjustment : \$ -				Total Payment : \$ -													
Total Payment : \$ -				Total Payment : \$ -																	

COUNTY ADMINISTRATOR SIGNATURE

COUNTY ADMINISTRATOR NAME/TITLE (Please Print)

DATE

Department of Public Social Services

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 <input type="checkbox"/> No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. HSCF25-001

COUNTY'S CONTRACT DIRECTOR:

Name: Gloria Lo
 Title: Administrative Services Manager III, CAM Section IV
 Address: 12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
 Telephone: 562-908-4432 Facsimile: 562-908-0590
 E-mail Address: GloriaLo@dpss.lacounty.gov

SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):

Name: Renea Towns-Haskin
 Title: Administrative Services Manager II, CAM Section IV
 Address: 12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
 Telephone: 562-908-3052 Facsimile: 562-908-0590
 E-mail Address: ReneaTowns@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: Carolyn Dix
 Title: Administrative Services Manager I, CAM Section IV
 Address: 12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
 Telephone: 562-908-3541 Facsimile: 562-908-0590
 E-mail Address: CarolynDix@dpss.lacounty.gov

COUNTY PROGRAM MONITOR (CPM):

Name: Carolyn Donaldson
 Title: Contract Program Monitor, CAM Section IV
 Address: 12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
 Telephone: 562-656-1700 Facsimile: 562-908-0590
 E-mail Address: CarolynDonaldson@dpss.lacounty.gov

SUPERVISING COUNTY CONTRACT PROGRAM MANAGER (SCCPM):

Name: Mai Dinh
 Title: Human Services Administrator II
 Address: 12820 Crossroads Parkway South
City of Industry, CA 91746
 Telephone: 562-908-5835 Facsimile: 562-699-2791
 E-mail Address: MaiDinh@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MANAGER (CCPM):

Name: Crystal Elizarraras
 Title: Human Services Administrator I
 Address: 12820 Crossroads Parkway South
City of Industry, CA 91746
 Telephone: 562-908-6332 Facsimile: 562-699-2791
 E-mail Address: CrystalElizarraras@dpss.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles Homeless Services Authority

CONTRACT NO. HSCF25-001

CONTRACTOR'S CONTRACT MANAGER:

Name:	<u>Lucy Lin</u>
Title:	<u>Director of Contracts & Procurement</u>
Address:	<u>707 Wilshire Blvd., 10th Floor</u>
	<u>Los Angeles, CA 90017</u>
Telephone:	<u>213-563-0870</u>
E-mail Address:	<u>LLin@lahsa.org</u>

ALTERNATE CONTRACTOR'S CONTRACT MANAGER:

Name:	<u>Joel Brown</u>
Title:	<u>Manager of Funding & Grants</u>
Address:	<u>707 Wilshire Blvd., 10th Floor</u>
	<u>Los Angeles, CA 90017</u>
Telephone:	<u>213-392-2059</u>
E-mail Address:	<u>JBrown@lahsa.org</u>

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	<u>Dr. Va Lecia Adams Kellum</u>
Title:	<u>Chief Executive Officer</u>
Address:	<u>707 Wilshire Blvd., 10th Floor</u>
	<u>Los Angeles, CA 90017</u>
Telephone:	<u>213-507-4906</u>
E-mail Address:	<u>Valecia.AdamsKellum@lahsa.org</u>

CONTRACTOR'S FISCAL OFFICER:

Name:	<u>Janine Trejo</u>
Title:	<u>Chief Finance Officer</u>
Address:	<u>707 Wilshire Blvd., 10th Floor</u>
	<u>Los Angeles, CA 90017</u>
Telephone:	<u>213-797-4583</u>
E-mail Address:	<u>JTrejo@lahsa.org</u>

ALTERNATE CONTRACTOR'S FISCAL OFFICER:

Name:	<u>Kathy Chen</u>
Title:	<u>Associate Director of Accounting</u>
Address:	<u>707 Wilshire Blvd., 10th Floor</u>
	<u>Los Angeles, CA 90017</u>
Telephone:	<u>213-225-8483</u>
E-mail Address:	<u>KChen@lahsa.org</u>

CONTRACTOR'S PROGRAM MANAGER:

Name: Kimberly Farnham, MA
 Title: Associate Director, Systems & Planning
 Address: 707 Wilshire Blvd., 10th Floor
Los Angeles, CA 90017
 Telephone: 213-269-2344
 E-mail Address: KFarnham@lahsa.org

ALTERNATE CONTRACTOR'S PROGRAM MANAGER:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 E-mail Address: _____

CONTRACTOR'S MONITORING & COMPLIANCE COORDINATOR:

Name: Monica Garcia
 Title: Associate Director of Compliance
 Address: 707 Wilshire Blvd., 10th Floor
Los Angeles, CA 90017
 Telephone: MGarcia@lahsa.org
 E-mail Address: 213-435-5269

ALTERNATE CONTRACTOR'S MONITORING & COMPLIANCE COORDINATOR:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 E-mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO:

Name: Dr. Va Lecia Adams Kellum
 Title: Chief Executive Officer
 Address: 707 Wilshire Blvd., 10th Floor
Los Angeles, CA 90017
 Telephone: 213-507-4906
 E-mail Address: Valecia.AdamsKellum@lahsa.org

CONTRACTOR'S NON-DISCRIMINATION IN-SERVICE CERTIFICATION**Los Angeles Homeless Services Authority**

Contractor's Name

707 Wilshire Bl., 10th Floor

Address

95-4498834

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 |

Dr. Va Lecia Adams Kellum, Executive Director

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

- 1.15 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.
- 1.16 “Required by Law” “ has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or

Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible

for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status

as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.

18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.


19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS


- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



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www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

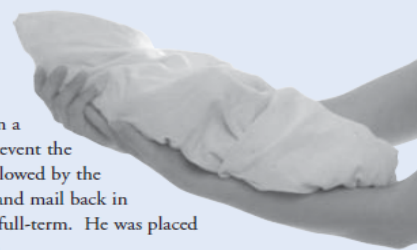
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

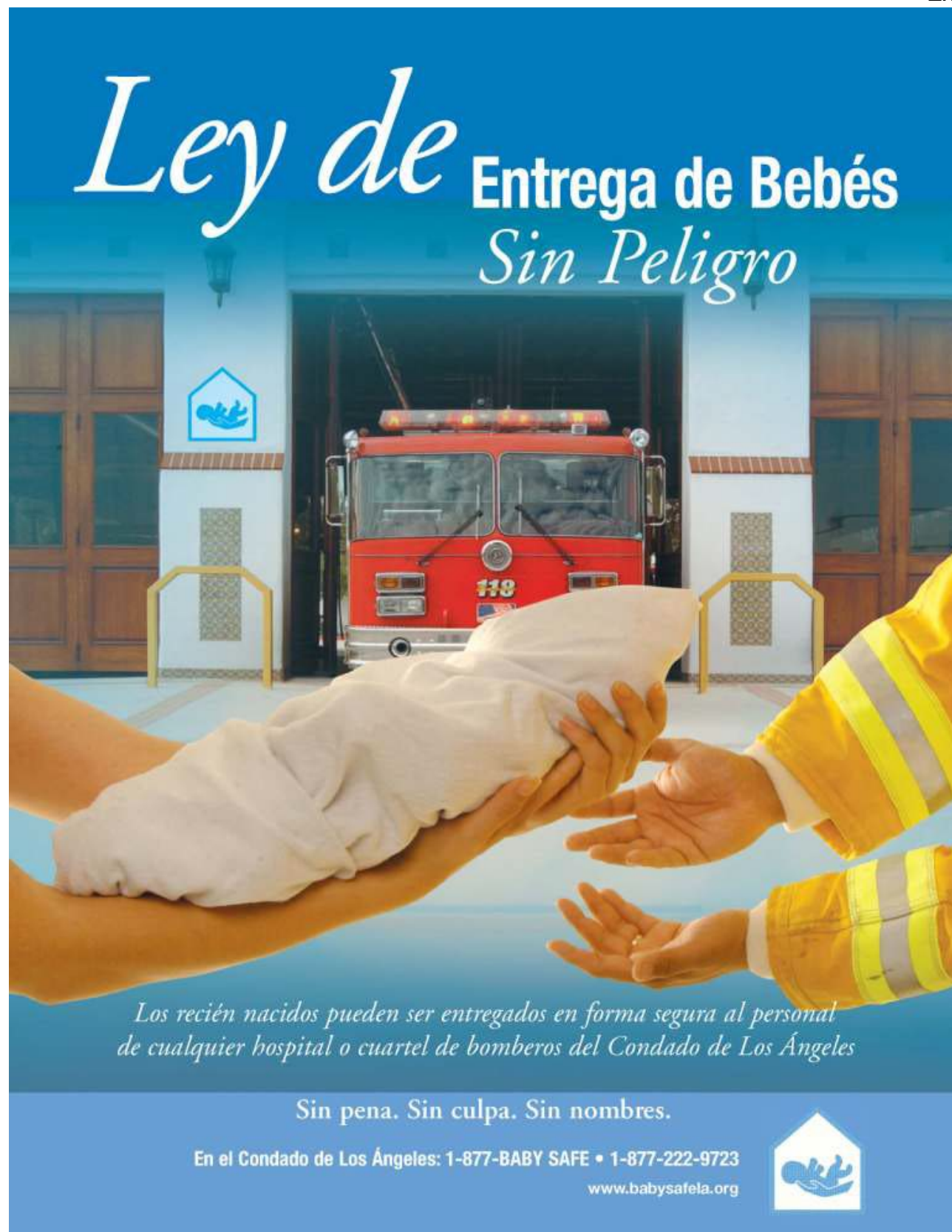
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.




Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J
CONFIDENTIALITY AGREEMENTS

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME: LAHSAContract No. HSCF25-001**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: **Dr. Va Lecia Adams Kellum**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.)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Note: Contractor is to retain in Employee Personnel records**CONTRACTOR NAME: Los Angeles Homeless Services Authority (LAHSA) Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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 will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the

protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 0b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers

(including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
 Chief Information Security Officer
 320 W Temple, 7th Floor
 Los Angeles, CA 90012
 (213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Robert Rodgers
Departmental Information Security Officer
12851 Crossroads Parkway South
City of Industry, CA 91746
(562) 551-3487
RobertRodgers@dpss.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the

- f. County on any additional disclosures that the County is required to make as a result of the Incident.
- g. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.
- c. Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least **\$10 million** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The

Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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



STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



June 25, 2019

ERRATA

ALL COUNTY LETTER (ACL) NO. 19-56E

TO: ALL COUNTY WELFARE DIRECTORS

SUBJECT: **ERRATUM TO ACL 19-56 - 2019 CDSS PRIVACY AND SECURITY AGREEMENT (PSA)**

The purpose of this errata is to transmit an updated copy of the Privacy and Security Agreement (PSA) form. Please ensure to use this attached form in place of the original form transmitted with ACL 19-56.

If there are any questions or concerns regarding the updated Agreement, please contact the Information Security & Privacy Bureau's PSA email box at cdsspsa@dss.ca.gov.

Sincerely,

Original Document Signed By:

NOLA NIEGEL, Branch Chief
Project Oversight and Strategic Technology Branch
Information Systems Division

Attachment

2019 PRIVACY AND SECURITY AGREEMENT**BETWEEN**

the California Department of Social Services and the

County of _____,

Department/Agency of _____

PREAMBLE

The California Department of Social Services (CDSS) and the

County of _____,

Department/Agency of _____

enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to Assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

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.

v2019 06 24
Page 2 of 24

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.

v2019 06 24
Page 3 of 24

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;

v2019 06 24
Page 4 of 24

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.

v2019 06 24
Page 5 of 24

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three (3) years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County Department/Agency shall perform the following:

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

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide CDSS with applicable contact information for these designated individuals by emailing CDSS at cdsspsa@dss.ca.gov. Any changes to this information should be reported to CDSS within ten (10) days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:

v2019 06 24
Page 6 of 24

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.

v2019 06 24
Page 7 of 24

- 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.

v2019 06 24
Page 8 of 24

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.

v2019 06 24
Page 12 of 24

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.

v2019 06 24
Page 13 of 24

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.

v2019 06 24
Page 14 of 24

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.

v2019 06 24
Page 15 of 24

- 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.

v2019 06 24
Page 17 of 24

CDSS Information Security and Privacy Bureau	DHCS Breach and Security Incident Reporting
<p>California Department of Social Services Information Security and Privacy Bureau 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413</p> <p>Email: iso@dss.ca.gov</p> <p>Telephone: (916) 651-5558</p> <p><i>The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.</i></p>	<p>Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Email: incidents@dhcs.ca.gov</p> <p>Telephone: (866) 866-0602</p> <p><i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

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

v2019 06 24
Page 19 of 24

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

A copy of Exhibit B can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XIII. COUNTY DEPARTMENT/AGENCY AGENTS, SUBCONTRACTORS, AND VENDORS

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

County Department/Agency(s) who would like assistance or guidance with this requirement are encouraged to contact CDSS via email at cdsspsa@dss.ca.gov.

XIV. ASSESSMENTS AND REVIEWS

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

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

XVI. AMENDMENT OF AGREEMENT

The CDSS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that an amendment to this Agreement may be required to ensure compliance with all data security and privacy procedures. Upon request by CDSS, the County Department/Agency agrees to promptly enter into negotiations with CDSS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, CDSS may terminate this Agreement upon thirty (30) days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that CDSS deems necessary.

v2019 06 24
Page 21 of 24

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.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS (IEA-F and IEA-S)
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS)

v2019 06 24
Page 24 of 24



State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

June 21, 2019

To: ALL COUNTY WELFARE DIRECTORS Letter No: 19-16
ALL COUNTY ADMINISTRATION OFFICERS
ALL COUNTY PRIVACY AND SECURITY OFFICERS
ALL COUNTY MEDS LIAISONS
ALL COUNTY MED-CAL PROGRAM SPECIALISTS/LIAISONS

SUBJECT: 2019 Medi-Cal Privacy and Security Agreement (PSA)

The purpose of this letter is to notify counties of the 2019 Medi-Cal Privacy and Security Agreement (Agreement) and to provide counties with instructions for returning signed Agreements to the Department of Health Care Services (DHCS). This letter supersedes All County Welfare Directors Letter No. 16-09. The purpose of the Agreement between DHCS and each County Welfare Department (CWD) is to ensure the security and privacy of Medi-Cal Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), the Applicant Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to SSA-provided information, SSA requires that DHCS enter into individual agreements with the counties to safeguard this information. All 58 CWDs are required to sign the 2019 Agreement to ensure the continued transmission of PII between the counties and DHCS.

SUBMISSION GUIDELINES

The Agreement template is enclosed in this letter. CWDs should follow the instructions below when returning signed Agreements to DHCS. The CWD should not modify any of the Agreement language, except as instructed below.

- CWDs shall complete the Preamble of the Agreement by entering the name of the county and the county department/agency.
- CWDs shall complete Section XX of the Agreement by entering signatory information. The name and title of the signatory must be printed or typed.
- CWDs shall modify the Header of the Agreement in order to enter the appropriate Agreement Number. The enclosed Agreement displays a sample Agreement

Medi-Cal Eligibility Division
1501 Capitol Avenue, MS 4607
P.O. Box 997413, Sacramento, CA, 95899-7413
(916) 552-9430 phone • (916) 552-9477 fax
Internet Address: www.dhcs.ca.gov

All County Welfare Directors Letter No.: 19-16

Page 2

June 21, 2019

Number of "19-XX." CWDs should replace the "XX" with the appropriate two digit county code.

CWDs shall send DHCS two copies of the completed Agreements, both of which are to contain the original signature of the CWD authorized official. Note: copies of signatures or electronic signatures are NOT accepted. Once obtained, both of the Agreements will be signed by DHCS; however, only one of the Agreements will be returned to the respective CWD for their records. When sending Agreements to DHCS, CWDs shall include a contact name, contact telephone number, contact email address, and contact street address, which will be used when DHCS returns the signed Agreement(s) as well as, if needed, for communication purposes. CWDs may submit additional completed Agreements with a written request that DHCS return multiple copies to the CWD.

CWDs should ensure that DHCS receives the signed Agreements by August 26, 2019. CWDs should contact DHCS as soon as possible if unable to submit the signed Agreements by the due date.

Agreements should be sent to the following address:

Department of Health Care Services
Medi-Cal Eligibility Division
Program Review Branch
Compliance and Contracts Unit
PO Box 997417, MS 4607
Sacramento, CA 95899-7417

INCORPORATED EXHIBITS

To obtain copies of the following incorporated exhibits, authorized CWD individuals must submit requests via e-mail to DHCS PSA inbox at CountyPSA@dhcs.ca.gov.

Exhibit A

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), version 8.0 (December 2017)*

** The SSA updated their TSSR to version 8.0 in December 2017. Exhibit A of the 2019 PSA contains the current version (8.0) of the TSSR. DHCS does not expect this change to impact CWDs' compliance with the TSSR. If the CWDs identify any*

All County Welfare Directors Letter No.: 19-16
Page 3
June 21, 2019

compliance gaps, they should contact DHCS at CountyPSA@dhcs.ca.gov. DHCS will work with the county department/agency to document a corrective action plan.

Contents within Exhibit A are highly sensitive and confidential. All disclosures of Exhibit A shall be limited to the appropriate parties or individuals responsible for and involved in decision making for safeguarding of PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

Exhibit B:

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS

CWD'S AGENTS, SUBCONTRACTORS, AND VENDORS

As required by both the previous and the new Agreement, if CWDs allow agents, subcontractors, and vendors to access PII, they must enter into written agreements that will impose, at minimum, the same restrictions and conditions that apply to the CWD with respect to PII. If the agents, subcontractors, and vendors of CWDs access data provided to DHCS and/or CDSS by SSA or Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS), the CWDs shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. CWDs who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

In the event that you need to contact DHCS regarding any of the information in this letter or additional privacy and information security concerns, please submit inquiries via email to the PSA inbox at CountyPSA@dhcs.ca.gov.

Sincerely,

Original Signed by

Sandra Williams, Chief
Medi-Cal Eligibility Division

Enclosure

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

MEDI-CAL PRIVACY AND SECURITY AGREEMENT**BETWEEN****the California Department of Health Care Services and the****County of _____,****Department/Agency of _____.****PREAMBLE**

The Department of Health Care Services (DHCS) and the

County of _____,

Department/Agency of _____

(County Department) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal, in that DHCS and the County Department/Agency access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the

County of _____,

Department/Agency of _____

workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized

purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **“County Worker”** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. **“Medi-Cal PII”** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother’s maiden name, driver’s license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
5. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County’s Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.
6. **“Secure Areas”** means any area where:
 - A. County Workers assist in the administration of Medi-Cal;
 - B. County Workers use or disclose Medi-Cal PII; or
 - C. Medi-Cal PII is stored in paper or electronic format.
7. **“SSA-provided or verified data (SSA data)”** means:
 - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
 - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of “SSA data”, please refer to Section 7 of the “Electronic Information Exchange Security Requirements and Procedures for State

and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to assist in the administration of the Medi-Cal program.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;
4. Retain training records for a period of three years after completion of the training.

B. *Employee Discipline.*

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

- C. *Confidentiality Statement.*** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years, or five years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

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

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

D. *Background Screening.*

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

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

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

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section XI of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

- 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.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

2. There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical shall be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within 7 days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

G. *User IDs and Password Controls.*

1. All users shall be issued a unique user name for accessing Medi-Cal PII.
2. Usernames shall be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee.
3. Passwords are not to be shared.
4. Passwords shall be at least eight characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.
9. Passwords shall be composed of characters from at least three of the four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters

- H. *User Access.*** In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to

SSA data via Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

- I. **Data Destruction.** When no longer needed, all Medi-Cal PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to Medi-Cal PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** The systems providing access to Medi-Cal PII shall display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
 - 1. The systems that provide access to Medi-Cal PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users of the audit trail.
 - 3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three years from the occurrence.
- M. **Access Controls.** The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

N. *Transmission Encryption.*

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

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

VII. AUDIT CONTROLS**A. *System Security Review.***

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

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

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

- D. ***Anomalies.*** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. ***Emergency Mode Operation Plan.*** The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. ***Data Centers.*** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, shall include environmental protection such as cooling; power; and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. ***Data Backup Plan.***
 - 1. The County Department/Agency shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups containing Medi-Cal PII offsite.
 - 4. The procedures shall ensure an inventory of backup media. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. ***Supervision of Data.*** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County

MEDI-CAL PRIVACY & 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**

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

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:

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

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.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

DHCS Breach and Security Incident Reporting
Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (866) 866-0602 <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.*

PSA Inquires and Questions
Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Email: countypsa@dhcs.ca.gov

XII. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the County Departments/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

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

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

DHCS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIV. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. If the County Department/Agency executed the HIPAA Amendment with DHCS, the HIPAA Amendment and Exhibit C will need to be incorporated when applicable. County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

XV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS

MEDI-CAL PRIVACY & SECURITY AGREEMENT NO.: 19 - ____

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)

**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

EXHIBIT O
CERTIFICATION OF COMPLIANCE
AND DECLARATION

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) Board Policy 5.065	<p>Check the Certification below that is applicable to your company.</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>OR</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	Attestation of Willingness to Consider GAIN-START Participants Board Policy 5.050	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Willing to provide GAIN-START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception LACC 2.203	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</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	Certification of Compliance with the County's Defaulted Property Tax Reduction Program LACC 2.206	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBIT O IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ 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.

Signature

Date

Name and Title of Signer (please print)

**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 Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. Proposer acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each Participant may but is not required to; check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor/Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor/Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

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

Dated

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

CIVIL RIGHTS FORMS

- R-1 COMPLAINT OF DISCRIMINATORY TREATMENT
- R-2 DEPARTMENT OF PUBLIC SOCIAL SERVICES AMERICANS WITH DISABILITIES ACT (ADA) COMPLAINT FORM
- R-3 CIVIL RIGHTS TRAINING REPORT
- R-4 ADA TITLE II TRAINING REPORT
- R-5 CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS
- R-6 CIVIL RIGHTS COMPLAINT INVESTIGATION PROCESS
- R-7 YOUR RIGHTS UNDER CALIFORNIA PUBLIC BENEFITS PROGRAM–PUB 13
- R-8 CIVIL RIGHTS INFORMATION NOTICE – PA 2457

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT FORM

This form is to be used to file a DPSS complaint of discriminatory treatment for violations against any of the protected classes covered under California Department of Social Services Division 21. According to the Los Angeles County DPSS Civil Rights Handbook, this form is not required to formally submit a discrimination complaint.

You may file a complaint if you feel that you have been discriminated against due to your:

- National Origin (Includes Language)
- Race
- Ethnic Group Identification
- Sex
- Gender Identity
- Marital Status
- Medical Condition
- Religion
- Disability (Physical or Mental)
- Immigration Status
- Color
- Ancestry
- Age
- Gender Expression
- Sexual Orientation
- Domestic Partnership
- Genetic Information
- Political Affiliation
- Citizenship
- Any other applicable basis

Instructions:

1. Complete the attached PA 607 form, Complaint of Discriminatory Treatment. Be sure to include your name, telephone number, mailing address, case number, and a description of the alleged discrimination (attach additional pages, if necessary). To submit your complaint anonymously, you may leave the name section blank and write "Anonymous" in the signature section.
2. Provide the corrective action being requested to resolve the alleged discrimination.
3. Sign the form.
4. Submit the complaint form in-person at any DPSS office, by phone, fax, email, or by U.S. mail to:

**Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240**

Email: DPSSCivilRights@dpss.lacounty.gov

Please Note:

- DPSS Civil Rights Section will assign an investigator who will acknowledge receipt of your complaint in writing.
- Submitting a PA 607 is not a requirement to submit a report of discrimination; you may file a written complaint by email, a verbal complaint by telephone, or by informing any DPSS employee to initiate a complaint of discrimination.
- Retaliation is included as a protected activity under CDSS Division 21 and is prohibited. A retaliation complaint is described as any form of intimidation, threatening, coercing, or discriminating against any individual engaging in a protected activity, such as filing a complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing. This is not the same as a discrimination complaint, however, it is prohibited under CDSS Division 21.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – ENGLISH

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

Please return completed form to:
 Department of Public Social Services Civil Rights Section
 12860 Crossroads Parkway South
 City of Industry, CA 91746
 E-mail: DPSSCivilRights@dpss.lacounty.gov
 Phone: (562) 908-8501
 Fax: (562) 692-2240

CASE NAME: _____

CASE NUMBER: _____

I, _____, hereby file this complaint of discriminatory treatment
 (Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my (check at least one box):

- | | | |
|---|---|--|
| <input type="checkbox"/> NATIONAL ORIGIN (including language) | <input type="checkbox"/> AGE | <input type="checkbox"/> RELIGION |
| <input type="checkbox"/> COLOR | <input type="checkbox"/> SEX | <input type="checkbox"/> POLITICAL AFFILIATION |
| <input type="checkbox"/> RACE | <input type="checkbox"/> GENDER EXPRESSION | <input type="checkbox"/> CITIZENSHIP |
| <input type="checkbox"/> ANCESTRY | <input type="checkbox"/> GENDER IDENTITY | <input type="checkbox"/> IMMIGRATION STATUS |
| <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> ANY OTHER APPLICABLE BASIS: |
| <input type="checkbox"/> PHYSICAL OR MENTAL DISABILITY | <input type="checkbox"/> MARITAL STATUS | _____ |
| | <input type="checkbox"/> DOMESTIC PARTNERSHIP | |
| | <input type="checkbox"/> MEDICAL CONDITION | |
| | <input type="checkbox"/> GENETIC INFORMATION | |

I BELIEVE I WAS RETALIATED AGAINST BECAUSE: _____

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED/RETALIATED AGAINST ME: _____

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS: _____

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN: _____

_____ **CONSENT GRANTED** – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable Federal and State laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

_____ **CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint **may not** be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE)

(DATE)

ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 5/2023) ENGLISH



DEPARTMENT OF PUBLIC SOCIAL SERVICES AMERICANS WITH DISABILITIES ACT COMPLAINT FORM



This form is designed to resolve Department of Public Social Services (DPSS) customer complaints regarding alleged violations of the Americans with Disabilities Act (ADA).

The use of this form is not required to comply with federal regulations and does not initiate a lawsuit.

You or your authorized representative may file a complaint if you allege that you have been discriminated against due to your disability or if you were not offered or provided with a disability accommodation. Disabilities may include, but are not limited to problems with walking, sitting, standing, reading, learning, understanding, speaking, hearing, seeing, being around crowds, and memory loss.

Instructions

1. Complete the attached complaint form. Include your name, case number, address, complainant's telephone number and a brief description of the alleged violation(s).
2. Provide the corrective action requested to resolve the alleged violation(s).
3. You or your authorized representative sign the complaint form.
4. Submit the complaint form in-person at any DPSS office, by phone, fax, email, or mail to:

Department of Public Social Services
Attn: Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Civil Rights Complaint Hotline:
(562) 908-8501
Fax: (562) 692-2240
TTY: (877) 735-2929 (California Relay)
Email: DPSSCivilRights@dpss.lacounty.gov

Los Angeles County Chief Executive Office (CEO)
Attn: Disability Civil Rights Section
500 West Temple Street, Room 754
Los Angeles, California 90012
Telephone: (213) 202-6944
TTY: (800) 855-7100 (California Relay)
Email: Adavis@ceo.lacounty.gov

5. You may request an informal meeting with the DPSS ADA Title II Coordinator to answer any questions.
6. DPSS will assign an investigator who will acknowledge receipt of your complaint in writing.

Please Note:

- Using this informal complaint procedure is not a requirement under federal regulations nor does it prevent you from filing a complaint with the appropriate federal enforcement agency.
- Any retaliation, coercion, intimidation, threat, interference, or harassment for filing a complaint is prohibited and should be reported immediately to the DPSS ADA Title II Coordinator at (562) 908-8501 or to the County's CEO, Disability Civil Rights Section: (213) 202-6944.

This form is available in alternate formats from the Departmental ADA Coordinator.



**DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMERICANS WITH DISABILITIES ACT
COMPLAINT FORM**



Person completing form (*check one*): ☐ Complainant ☐ Authorized Representative

Name: _____ Case Number: _____

Address: _____

Telephone No.: (_____) _____

Email: _____

ALLEGED VIOLATIONS

Describe the alleged ADA violation. Provide sufficient detail to make your complaint clear (attach additional pages if necessary).

Date of Occurrence: _____

REQUESTED ACTION

What action are you requesting the County take, to correct the alleged ADA violation?

Complainant Signature: _____ Date: _____

Authorized Representative Signature _____ Date: _____

CIVIL RIGHTS TRAINING REPORT

CONTRACTOR: _____

Address: _____

Contract Manager: _____

Phone Number: _____

Number of Staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

ADA TITLE II TRAINING REPORT

CONTRACTOR: _____

Address: _____

Contract Manager: _____

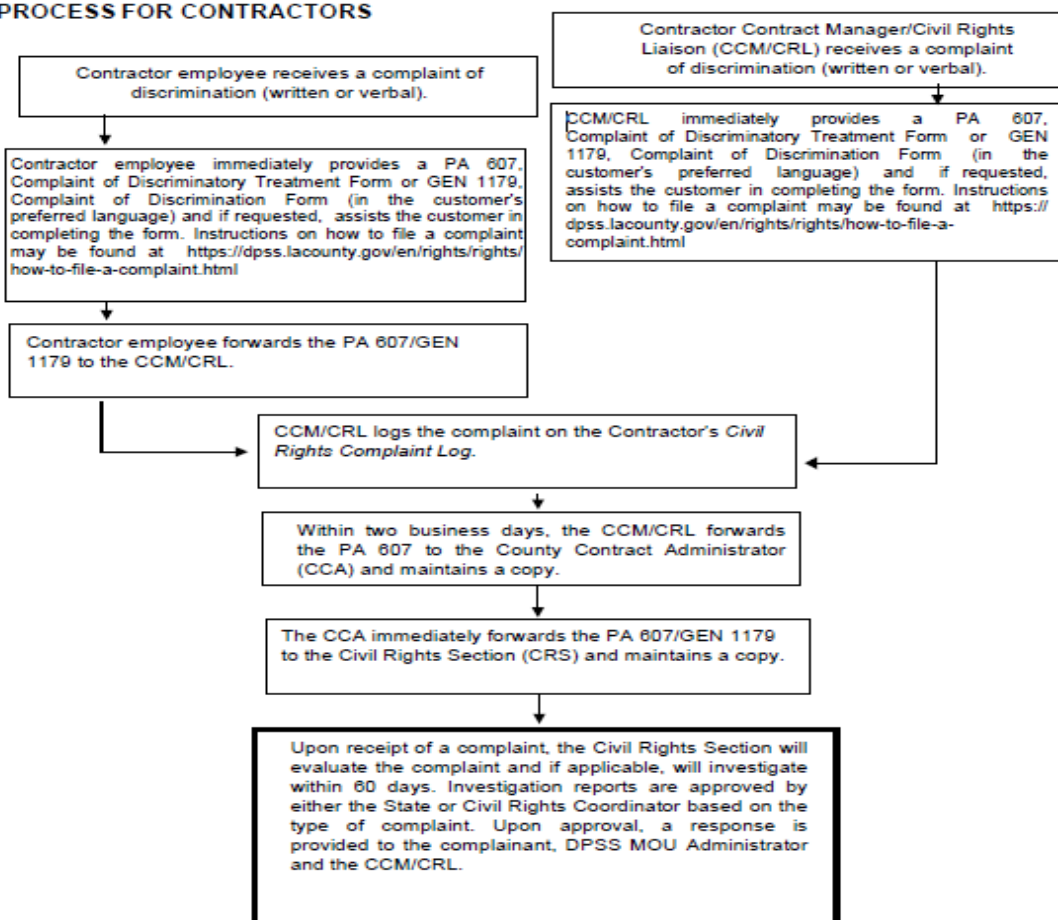
Phone Number: _____

Number of Staff who attended ADA Title II Training: _____

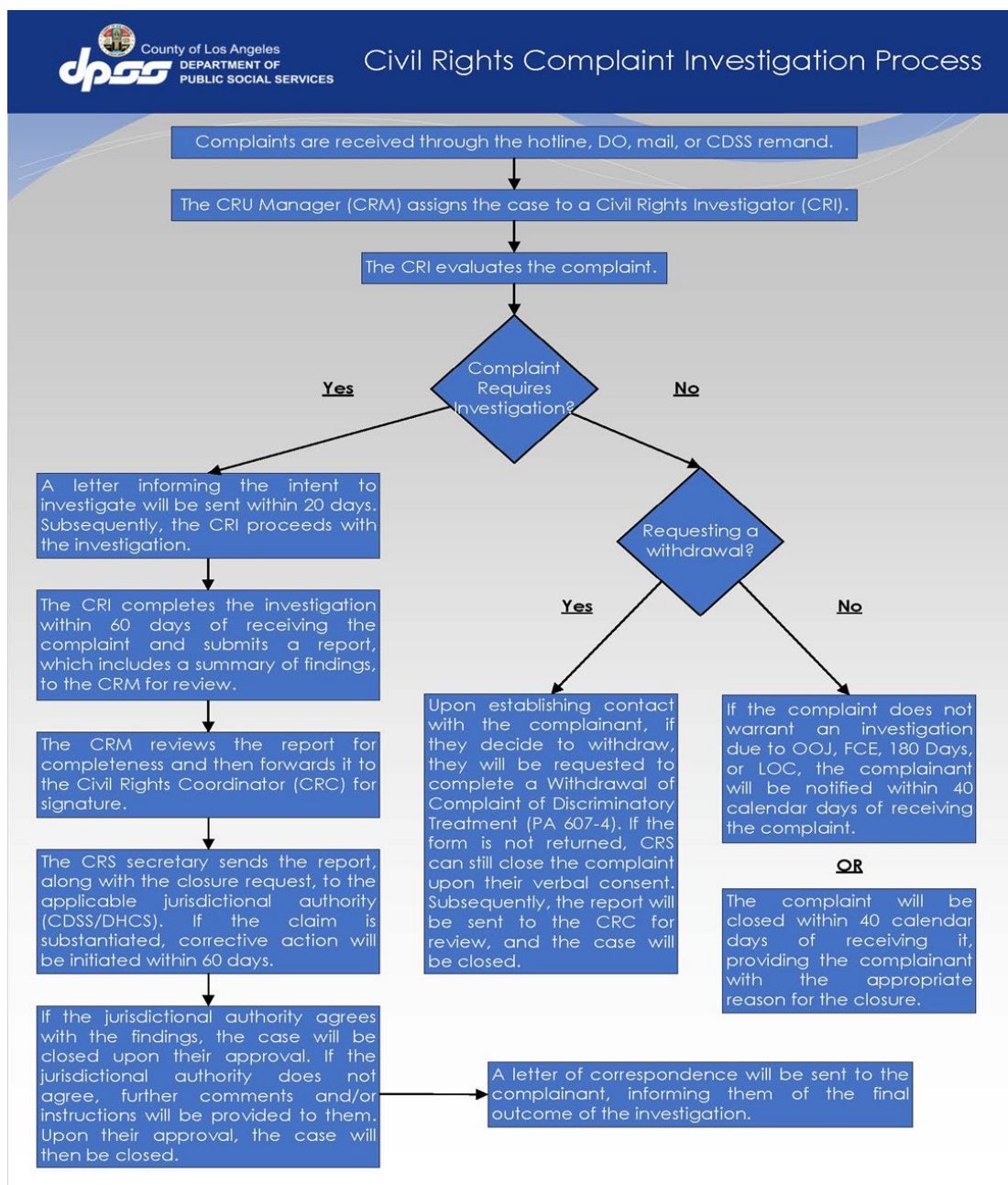
Date of ADA Title II Training: _____

Miscellaneous Information: _____

CIVIL RIGHTS COMPLAINT FLOWCHART PROCESS FOR CONTRACTORS



Rev. 06/2024



DISCRIMINATION COMPLAINT

If you think you have been discriminated against you may file a complaint. Where you file your complaint depends on what type of complaint you have.

For all programs your county agency administers: Ask your county office for the name, address and phone number of their Civil Rights Coordinator. The county agency, not the state agency, will independently investigate your complaint.

For Covered California:

Civil Rights Coordinator Covered California
PO Box 989725
West Sacramento, CA 95789
(916) 228-8784

CivilRights@covered.ca.gov

For Medi-Cal & Medi-Cal Dental Program:

You may contact the county's Civil Rights Coordinator, the state Department of Health Care Services or the federal Health and Human Services.

Department of Health Care Services
Office of Civil Rights
PO Box 997413, MS 0009
Sacramento, CA 95899-7413
(916) 440-7370 or 711 (Calif. Relay Service)
CivilRights@dhcs.ca.gov

For all other state programs covered by this pamphlet:

Civil Rights Unit
California Department of Social Services
PO Box 944243, MS 9-7-41
Sacramento, CA 94244-2430
(866) 741-8241 (toll free)
(916) 851-0802 (fax)
crb@dss.ca.gov

To file a CalFresh complaint with the federal agency:

United States Department of Agriculture
Director, Office of Adjudication
1400 Independence Avenue, SW
Washington, DC 20250-9410
(866) 632-9992 (toll free) or (202) 280-1028
(800) 877-8339 (hearing impaired)
program.intake@usda.gov

To file a complaint with a federal agency:

Only for discrimination based on Race, Color, National Origin, Disability, Age, or Sex:

Centralized Case Management Operations
United States Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201

File a complaint online at:

[US Health & Human Services Civil Rights Complaint Portal](https://www.hhs.gov/health-care/complaint-portal)

(800) 368-1019 (toll-free)
(800) 537-7897 (hearing/speech impaired)

Time Limits for A Discrimination Complaint

You must file a discrimination complaint within 180 days of the date you were discriminated against.

If the discrimination also affected the level of your benefits and services, ask for a hearing.

Judges cannot make decisions about discrimination complaints at a hearing.

A discrimination investigation cannot change your benefit or service levels. Only a state hearing can do that. Agencies are not allowed to retaliate against you if you request a hearing or file a discrimination complaint.

PROGRAMS COVERED BY THIS PAMPHLET

- Adoption Assistance Program (AAP)
- Alcohol and Drug Program
- CA Food Assistance Program (CFAP)
- CalWORKs
- Cash Assistance Program for Immigrants (CAPI)
- CalFresh (Food Stamps)
- Children's Health Insurance Program (CHIP)
- Covered California Eligibility
- Foster Care/Child Welfare Services
- Housing Programs through County Social Service Departments
- In-Home Supportive Services
- Kinship Guardianship Assistance (KinGAP)
- Medi-Cal – Medi-Cal Dental Program
- Refugee Cash Assistance
- Resource Family Approvals (RFA)
- Approved Relative Caregiver Funding Option Program (ARC)
- Service Animal Allowance



State of California

Health & Human Services Agency

Department of Social Services

This pamphlet is available from your local County Welfare office and on the [CDSS website](https://www.cdss.ca.gov) in the following languages:

- Arabic
- Armenian
- Cambodian
- Chinese
- Farsi
- Hmong
- Japanese
- Korean
- Lao
- Mien
- Portuguese
- Punjabi
- Russian
- Spanish
- Tagalog
- Ukrainian
- Vietnamese

Also available for free in large print, Braille, and audio formats.

This publication explains your rights to equal benefits and services, how to ask for language assistance or a reasonable accommodation for a disability, and how to file a discrimination complaint.

PUB 13 (5/22)

YOUR RIGHTS

UNDER CALIFORNIA PUBLIC BENEFITS PROGRAMS



..... for people applying for or receiving public aid in California



Tell us if you need help because of a disability.



Ask for a free interpreter

Public benefit agencies comply with federal and state law, and may not discriminate, exclude, or provide you aid, benefits or other services that is different from what is provided to others

1. Understand what is happening with your application or benefits.
2. Get written and oral explanations about your application or benefits. You have a right to a free interpreter for this information. Ask the agency responsible for your benefits/ services for language assistance.
3. If the state agency has the written explanation in non-English languages, you have a right to get this information in those languages.

4. **Grievance:** You can file a complaint with the agency if it has a grievance procedure. **This does not protect your benefits in the way that asking for a state hearing does.**

State law prohibits agencies from denying benefits or services or providing you aid that is different from aid provided to others based on:

Race, Color, Ancestry, National Origin (including language), Ethnic Group Identification, Age, Physical or Mental Disability, Medical Condition, Religion, Sex, Gender, Gender Identity or Expression, Sexual Orientation, Marital Status, Domestic Partnership, Political Affiliation, Citizenship, Immigration Status, and Genetic Information



CIVIL RIGHTS INFORMATION NOTICE

WHAT ARE CIVIL RIGHTS?

Civil Rights are laws that protect individuals from being discriminated against. The Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and other federal and state regulations state that discrimination is against the law in programs receiving federal and state financial aid.

WHO DO THEY PROTECT?

If you are applying for or receiving cash assistance, Medi-Cal, CalFresh, or social services in Los Angeles County, you are protected under the law against discrimination regarding these benefits and you have specific rights.

You have the right to receive the same services, consideration, and equal treatment given to all other applicants or participants regardless of:

Race, Color, Ancestry, National Origin (including language), Ethnic Group Identification, Age, Physical or Mental Disability, Medical Condition, Religion, Sex, Gender, Gender Identity or Expression, Sexual Orientation, Marital Status, Domestic Partnership, Political Affiliation, Citizenship, Immigration Status, Genetic Information, and Acts of Retaliation.

You have the right to:

- Receive free interpretive services in any language when applying for benefits or to continue receiving benefits.

- Call the DPSS Customer Service Center at 866-613-3777 and have County notices in English, verbally read, translated, and explained to you in any language; and
- Receive a reasonable accommodation if you have a physical or mental disability to help you access and participate in DPSS programs and services.

HOW TO FILE A COMPLAINT?

If you believe you have been discriminated against because of race, color, ancestry, national origin (including language), ethnic group identification, age, physical or mental disability, medical condition, religion, sex, gender, gender identity or expression, sexual orientation, marital status, domestic partnership, political affiliation, citizenship, immigration status, and/or genetic information, or you have experienced retaliation by DPSS staff or a contractor, then you may take one or all of the following actions:

You may ask to speak with the Department of Public Social Services (DPSS) Civil Rights Liaison. They can help you file a civil rights complaint by providing a PA 607, "Complaint of Discriminatory Treatment," and help you complete the form.

You may also contact Los Angeles County DPSS, State and Federal agencies directly, using the contact information listed on the other side of this Notice.

You may request an investigation from the DPSS Civil Rights Section either verbally or in writing by contacting the Civil Rights Section. You may write your own statement or use a PA 607 form to document your complaint. The PA 607 form is available to any person or organizational representative in the community requesting it. It is also available online at dpss.lacounty.gov.

The Civil Rights Section will contact you for more information, if needed, and inform you of the investigation findings in writing. If you disagree with the County's findings (including if the county did not investigate your complaint), you may appeal to the California Department of Social Services within 30 days, or if it involves the CalFresh Program, you may appeal to the U.S. Department of Agriculture within 90 days.

Your complaint must be filed within 180 days from the date that you believe you were discriminated against.

If the discrimination complaint impacted your benefits and services, you may request a State Hearing. A discrimination investigation cannot change your benefits or services. Only a State Hearing can do that. DPSS cannot retaliate against you if you request a hearing or file a discrimination complaint.

You may file your discrimination complaint with one or all of the following applicable County, State and Federal agencies:

Los Angeles County Office

For all programs administered by
Los Angeles County:
Department of Public Social Services
Civil Rights Coordinator
12860 Crossroads Parkway South
City of Industry, CA 91746
(562) 908-8501

DPSSCivilRights@dpss.lacounty.gov

Covered California

Civil Rights Coordinator Covered CA
P.O. Box 989725
West Sacramento, CA 95789
(916) 228-8764

CivilRights@covered.ca.gov

Medi-Cal & Medi-Cal Dental Program

Department of Health Care Services,
Office of Civil Rights
P.O. Box 997413, MS0009
Sacramento, CA 95899-7413
(916) 440-7370 or 711 (CA Relay Service)
CivilRights@dhcs.ca.gov

Other State Programs California

California Department of Social Services
Civil Rights Section
744 P Street, M/S 9-7-041
Sacramento, CA 95814
(866) 741-6241 (toll free)
crb@dss.ca.gov

Federal Agencies

To file a complaint of discrimination based on Race, Color, National Origin, Disability, Age, or Sex (includes Pregnancy, Sexual Orientation, and Gender Identity):

U.S. Department of Health and Human Services
Office of Civil Rights
200 Independence Avenue, SW
Suite 515F, HHH Building
Washington, DC 20201

File a complaint online at:

[US Health & Human Services Civil Rights Complaint Portal](https://www.hhs.gov/ocr/civilrights)

(800) 368-1019 (toll free)

(800) 537-7697 (hearing/speech impaired)

OCRMail@hhs.gov

CalFresh Program

To file a CalFresh complaint with the federal agency:

Complete Form [AD-3027](#), USDA Program Discrimination Complaint Form or send a written complaint letter to:

Food and Nutrition Service, USDA
1320 Braddock Place, Room 334
Alexandria, VA 22314
Fax: (833) 256-1665 or (202) 290-7742

FNSCIVILRIGHTSCOMPLAINTS@usda.gov

Requesting a State Hearing

If you disagree with any action or inaction taken by DPSS regarding your benefits or services, you may request a State Hearing.

You must file a State Hearing within 90-days of the County's action. The 90-day period applies even though you have filed a Civil Rights complaint. Aid Paid Pending may be received if you file your request for a hearing before the effective date of the scheduled action.

You may request a State Hearing by:

- Telephone: (800) 952-5253 (toll free)
- Mail: Fill out the back of any Notice of Action (letter) from DPSS or write a letter (keep a copy), and send your request to:
Appeals and State Hearings
P.O. Box 18890
Los Angeles, CA 90018
- Online at: www.cdss.ca.gov

If your concern is related to General Relief assistance, you must contact Los Angeles County DPSS to request a hearing.

Reasonable Accommodations: Special Help for People with Disabilities

Persons with physical or mental disabilities have the right to request reasonable accommodations from DPSS to help them access and participate in programs and services. DPSS must work with you to determine what help you need. If DPSS denies your request, we must give you a written notice stating the reason for the denial. The notice must list your appeal rights.

Additional Civil Rights and State Hearing information is available in the reception areas of District/Regional offices. You may ask for the State brochure, *Your Rights Under California Public Benefits Programs* (PUB 13), which is available in all reception areas.

HOMELESS SERVICES FOR CALWORKS FAMILIES
Subcontractors Contact List by Service Planning Area

SPA	AGENCY NAME	ADDRESS	PROGRAM CONTRACT	PHONE NUMBER	DPSS FUNDING AMOUNT	OTHER FUNDING
-----	----------------	---------	---------------------	-----------------	---------------------------	------------------

FSC Site

Short-term Crisis Housing

Total Funding Amount						

DHCS 2024 MEDI-CAL PRIVACY AND SECURITY AGREEMENT

For more information about the DHCS 2024 Medi-Cal Privacy and Security Agreement – All County Welfare Directors Letter No. 24-08, please visit:

<https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/24-08.pdf>

**HOMELESS SERVICES FOR CALWORKS FAMILIES -
A COORDINATED ENTRY SYSTEM SERVICE**

**DIRECT SERVICES
FISCAL YEAR (FY) 2025-26**

Service Planning Areas (SPA)	2024 Homeless Count Percentage	PROJECTED Direct Services Funding Distribution by SPA*
1	11%	\$2,554,200
2	18%	\$4,179,600
3	7%	\$1,625,400
4	18%	\$4,179,600
5	7%	\$1,625,400
6	25%	\$5,805,000
7	7%	\$1,625,400
8	7%	\$1,625,400
TOTAL	100%	\$23,220,000

*Total annual funding for FY 2025-26 is \$25,800,000; however, ten percent of the annual maximum, equivalent to \$2,580,000, is allocated for LAHSA's administrative costs.

SOLE SOURCE CHECKLIST

Department Name: Department of Public Social Services



New Sole Source Contract



Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input checked="" type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Michael J. Martinez

Digitally signed by Michael J. Martinez
Date: 2025.04.28 16:25:57 -07'00'

Chief Executive Office

Date