

Administering Agency: Nevada County Social Services Department, Health and Human Services Agency

Contract No. _____

Contract Description: CalLearn Program Services to assist pregnant and parenting teens in the CalWORKs Program.

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 9, 2024 by and between the County of Nevada, ("County"), and Nevada Joint Union High School District ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Sixty-seven thousand five hundred ninety-three Dollars (\$67,593).**
3. **Term** This Contract shall commence on July 1, 2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit H, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall

constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.

16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
20. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at www.sam.gov. to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549

22. **Financial, Statistical and Contract-Related Records:**

22.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

22.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

22.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

23. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

24. **Termination.**

A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.

B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**

C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform

services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.

- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

25. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract,

such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

26. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
27. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
28. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 24, Termination.
30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
31. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
32. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
33. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names,

addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

34. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

35. **Information Technology Security Requirements** This contract shall not shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

36. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County, Social Services Department of Health and Human Services		Nevada Joint Union High School District	
Address:	950 Maidu Ave	Address	11645 Ridge Road
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Grass Valley, CA 95945
Attn:	Tamaran Cook	Attn:	Dan Frisella
Email:	Tamaran.Cook@nevadacountyca.gov	Email:	dfrisella@njuhsd.com
Phone:	(530) 265-7160	Phone:	(530) 273-3351

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or designee

CONTRACTOR: Nevada Joint Union High School District

By: _____ Date: _____

Name: _____

* Title: _____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

Exhibit A: [Schedule of Services](#)

Exhibit B: [Schedule of Charges and Payments](#)

Exhibit C: [Insurance Requirements](#)

Exhibit F: [Information Technology Security](#)

[Summary Page](#)

EXHIBIT A
SCHEDULE OF SERVICES
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Nevada County Department of Social Services, hereinafter referred to as “County”, and the Nevada Joint Union High School District (NJUHSD), hereinafter referred to as “Contractor”, agree to enter into a specific contract for provision of services for CalLearn students. A CalLearn participant is an eligible teen parent who is receiving CalWORKs and is under the age of 19, who has not obtained a high school diploma or its equivalent, resides with his/her child or has a verified pregnancy. Services shall include case management, counseling, assessments, preventative supportive services, and education services.

PROGRAM OVERVIEW

The purpose of this agreement is to arrange for professional services to assist pregnant and parenting CalLearn teen parents who have not obtained a high school diploma or its equivalent. Contractor shall serve all eligible CalLearn teens in the County regardless of their educational status, school of attendance or geographical location.

Contractor shall provide case management services for all CalLearn participants, and screen non-CalLearn pregnant or parenting teens for CalLearn eligibility and assistance with the application process when appropriate. One part-time Youth Services Case Manager shall use the Adolescent Family Life Program (AFLP) client-centered, comprehensive case management model with the ultimate goal of achieving economic independence and self-sufficiency and to enhance the health, social, and educational well-being of pregnant and parenting adolescents and their children in Nevada County.

Program Objectives:

- To collaborate with CalWORKs Employment staff, DSS Eligibility staff, CPS, local schools, Young Parents Program, maternity health clinics, Foothill Healthy Babies, Public Health Maternal and Child Health Program, Head Start, and others to coordinate services for CalLearn families.
- To provide supportive case management services for CalLearn families which may include the following: educational and parenting support, referrals, and home visitation.

Contractor agrees to provide case management services for CalLearn participants to include:

- Case management services that conform to the standards of the Adolescent Family Life Program (AFLP)
- Provide long term monitoring and case management for CalLearn clients with ongoing needs, supporting them to obtain:
 - Educational services necessary to obtain a high school diploma or equivalent
 - Health and social services
- Meet at least monthly with CalWORKs staff to provide the County with monthly attendance records, progress reports and good cause recommendations and required documentation.
- Collaborate with the County to identify eligible CalLearn participants. Adhere to the established referral process for new CalLearn students.
- Keep accurate case records and update the LodeStar data collection system.
- Coordinate case management with other agencies as appropriate and required.
- Close cases of CalLearn participants who are no longer eligible for services.
- Work closely with CalWORKs staff to award bonuses and/or sanctions based on participant attendance and progress.
- Meet at least monthly with each CalLearn participant to provide case management to identify needs, strengths and challenges.

Provide support and/or referrals to address the following:

- Life skills
- Assessment of living situation, including physical and emotional health and safety of the teen parent and child
- Parenting skills
- Prenatal health
- Study skills
- Budgeting
- Emotional health
- Educational/career training
- Risk assessment (drug and alcohol abuse, domestic violence, sexual assault, abuse, depression) & appropriate follow up and referrals
- Empowerment
- Family communication skills, including an effective ongoing relationship between the teen parent, the noncustodial parent and the child

Additional Contractor Responsibilities:

- Participate in local coalitions and community meetings to network, advocate, and collaborate with other service providers who share CalLearn clients, including; school teacher/counselor support meetings, Head Start collaborative and Maternal Health collaborative.
- **Submit Annual Report** by June 30, 2025 for FY 2024/2025 to the CalWORKs Program Manager. Report to include, at a minimum: the number of CalLearn clients served; number and type of services delivered; programmatic and client challenges; and client outcomes such as High School graduation, employment, future plans, etc. Attachments to the report shall include: Program Guidelines and/or Policy/Procedures demonstrating conformity to the standards of the Adolescent Family Life Program (AFLP) and the requirements of this contract; proof of staff training regarding confidentiality and Civil Rights.
 - Provide monthly activity reports to include the number of participants served, the type of activities and services provided, the progress of the participants, and any gaps in service delivery.
 - Maintain ongoing communication and coordination with County CalWORKs Program Manager as needed regarding CalLearn services and for problem solving discussions.
 - Assurance of Compliance with Confidentiality - CalWORKs related information shall be held confidential as directed and applies in State Welfare and Institutions Code Section 10850, California State Department of Social Services, Policies and Procedures Manual, Division 19-000 and Civil Code Section 56.10
 - Assurance of Compliance with Non-Discrimination- Civil Rights
 - Assurance of Compliance with Confidentiality – See Attachment 1

County's responsibilities shall include the following:

- Refer eligible CalLearn participants to Contractor as appropriate.
- Monitor to ensure progress reports are received at least monthly on all referred clients.
- Review progress reports and work with Contractor as necessary to adjust supportive services to maximize potential for success.

Maintain ongoing communication and coordination with Contractor as needed regarding CalLearn services and for problem solving discussions.

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Agreement, a maximum amount not to exceed \$67,593 for the contract term of July 1, 2024 through June 30, 2025.

CONTINGENCY

Contract maximum is contingent and dependent upon the County’s annual receipt of anticipated State/Federal Funds for contract services. Services performed shall be in accordance with CalWORKS funding sources guidelines.

Reimbursement shall be based on the following project budget:

Personnel Expenses	FY 2024/25
Part-time (.2 FTE) Youth Services Coordinator 8 hours a week	56,500
Operating Expenses (to include office supplies, travel, printing and Lodestar data system fees). Mileage reimbursement shall not exceed the current IRS allowable reimbursement rate.	6,086
Admin – not to exceed 8%	5,007
FY Total	67,593
Total Contract Budget	\$67,593

Should modification or changes to the above budget line items be needed, the Contractor shall submit a request for budget modification to the Director of the Department of Social Services, to be authorized by the Director or her designee’s sole discretion.

BILLING AND PAYMENT

Contractor shall submit to County by the 15th of the month following the month services were rendered. Each invoice shall include:

- Contract Number assigned to the approved contract
- Dates/Month services were rendered and/or billing period covered
- Actual cost of services rendered, per the budgeted line items above
- Supporting documentation and/or reports as required and specified in Exhibit A
- Name of participant(s) in program
- Dates participant(s) were active in the program
- All receipts and backup documents for Personnel, Operating and Admin expenses are maintained at NJUHSD and shall be made available for the County to review upon request

Invoices shall be sent to:

HHSA Administration
 Attention: DSS Fiscal
 950 Maidu Avenue
 Nevada City, California 95959

County shall review each billing for supporting documentation; verification of eligibility of individuals being

served; dates of services and costs of services as detailed previously. Should there be a discrepancy on the invoice, said invoice shall be returned to Contractor for correction and/or additional supporting documentation. Payments shall be made in accordance with County processes once an invoice has been approved by the department.

BILLING PROCESS EXCEPTION

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.

ATTACHMENT 1 CONFIDENTIALITY AGREEMENT

Contractor shall not duplicate, disseminate or disclose Personally Identifiable Information (PII) except as allowed in this agreement. This agreement applies to any written, oral or electronic PII obtained from, or provided by, the County for the purpose of administering the CalWORKs Welfare to Work program. This information includes all written, oral, visual and printed applicant/recipient records, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations Section 50111 and 51009.)

Definitions

For the purposes 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 staff"** means those contractor employees, 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 that is obtained through the MEDS or IEVS on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded.
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 contractor, 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. Contractor staff assist in the administration of their program;
 - b. Contractor staff use or disclose PII; or
 - c. PII is stored in paper or electronic format.

Contractor agrees to:

1. Use or disclose PII obtained from the County only to perform administrative functions related to administering employment or social services to the County's clients. Access to PII shall be restricted to Contractor staff who need to perform their official duties to assist in the administration of the program.
2. Use or disclose PII as permitted by the CDSS Privacy and Security 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. Disclosure which are

authorized or required by law, such as a court order, or are made with the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing to County. No Contractor staff shall duplicate, disseminate or disclose PII except as allowed in the Agreement.

3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PII other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Ensure regular and sufficient training, including onboard training to all newly hired staff within 30 days, annual refresher training, and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's employees or workforce members who use or disclose PII (in any form) to assist in the performance of functions or activities under this contract; and discipline such workforce members and employees who violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for three years beyond the end of this contract and made available to County for inspection if requested.
5. Ensure that all Contractor staff sign a confidentiality statement. Confidentiality statements shall be signed by Contractor staff prior to accessing PII and annually thereafter. The statements shall include at a minimum:
 - a. General Use;
 - b. Security and Privacy Safeguards;
 - c. Unacceptable Use; and
 - d. Enforcement Policies.

Statements shall be retained for a period of three years beyond the end of this contract and made available to County for inspection if requested.

6. Conduct a background screening of Contractor staff before they may access PII. The background screening should be commensurate with the risk and magnitude of harm Contractor staff could cause. More thorough screening shall be done for those staff who are authorized to bypass significant technical and operational security controls.

Background screening documentation shall be retained for each staff for a period of three (3) years following termination of this Agreement.

7. Secure all areas of facilities where Contractor staff use, disclose or store PII including:
 - a. Ensure procedures and controls are in place to promptly revoke access to the facility from terminated employees.
 - b. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices.
 - c. Using all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of or viewing PII.
 - d. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - i. Properly coded key cards
 - ii. Authorized door keys
 - iii. Official Identification
8. Secure all devices which are used to access PII including:
 - a. Encrypted workstations, laptops, mobile devices and removable media using FIPS 140-2

- certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption system must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- b. Encrypt electronic files containing PII when stored on any mobile device or removable media to same standards as above.
 - c. Install and actively use antivirus software solutions on all workstations, laptops and other systems which process and/or store PII.
 - d. Apply all critical security patches within thirty (30) days of vendor release to all workstations, laptops or other systems which process and/or store PII.
 - e. Implement a policy to ensure the integrity of individual staff's passwords used to access PII.
 - f. Destroy all PII that is no longer needed using a method consistent with NIST SP800-88, Guidelines for Media Sanitation, such that the PII cannot be retrieved.
 - g. Servers containing unencrypted PII must 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.
 - h. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
9. Contractor may ensure its compliance with the following administrative, technical and physical safeguards through the system that it obtains access to PII, including County's Statewide Automated Welfare System Consortium, C-IV Consortium, with prior verification and approval of County:
- a. Critical security patch management must be applied on all workstations, laptops and other systems, which process and/or share PII with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At maximum, all applicable patches deemed as critical are installed within thirty (30) days of vendor release.
 - b. All contract workforce members and employees must be issued a unique user name for accessing PII which are promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. The following provision shall apply:
 - i. Passwords are not shared.
 - ii. Passwords must be at least eight (8) characters long.
 - iii. Passwords must be a non-dictionary word.
 - iv. Passwords must be stored in readable format on the computer or server.
 - v. Passwords must be changed every ninety (90) days or less.
 - vi. Passwords must be changed if revealed or compromised.
 - vii. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Special Characters (!, @, #, etc.)
 - c. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
 - d. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
 - e. The systems providing access to PII must display a warning banner stating, at minimum that data is confidential, systems are logged, system use is for business purposes only for authorized users and users shall log off the system immediately if they do not agree with these statements.
 - f. The systems which provide access to PII must maintain an automated audit trail that can

- identify the user or system process which initiates a request for PII, or alters PII. The audit trail i) be date and time stamped, ii) log both successful and failed accesses, iii) be read-access only and iv) be restricted to authorized users. Databases that store POII shall have database logging functionality that is enabled and audit trails shall be retained for three years beyond the end of this contract and made available to County for inspection if requested.
- g. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
 - h. All data transmissions of PII outside of a secure internal network must 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. Encryption can be end to end at the network level, or the datafiles containing PII can be encrypted. This requirement pertains to any type of PII in motion including website access, file transfer and email.
 - i. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
 - j. Contractor must ensure audit control mechanisms are in place. All systems processing and/or storing PII must have at least an annual system risk assessment/security that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Reviews should include vulnerability scanning tools. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data. When the Contractor, County or DHCS suspects MEDS usage anomalies, the Contractor will work with the County or DHCS to investigate the anomalies and report conclusions of such investigations and remediation to County.
 - k. Contractor must 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. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression. Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups. The procedures shall include storing backup's offsite. The procedures shall ensure an inventory of backup media. Contractor shall have established documented procedures to recover PII data which shall include an estimated amount of time needed to restore the PII data.
10. 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. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the contractor staff can remove and/or transport PII from the Contractor's premises for identified routine businesses purposes only, as well as the physical security requirements during transport. This should be included in training due to the nature of the risk.

Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area. PII must be disposed of through confidential means, such as cross cut

shredding or pulverizing. The PII must not be removed from the premises of Contractor, except for identified routine business purposes or with express written permission of County.

All faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. Fax numbers shall be verified with the intended recipient before sending the fax.

All mailings containing PII shall be sealed and secured from damages or inappropriate viewing of PII to the best extent possible. 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.

11. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PII to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
12. Report to County any security incident or any unauthorized use or disclosure of PII (in any form. Contractor shall make this report immediately upon the discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.

To direct communications regarding any security incident, the Contractor shall initiate contacts as indicated herein.

Nevada County Department of Social Services	Nevada County Privacy & Security Officer
CalWORKs Welfare to Work Program Department of Social Services 988 McCourtney Road Grass Valley, CA 95949	Privacy Officer Health and Human Services Agency 950 Maidu Avenue Nevada City, CA 95959
Point of Contact: Rachel Peña Email: Rachel.Pena@nevadacountyca.gov Phone: 530-265-1760	Point of Contact: Candace Pelham Email: privacy.officer@nevadacountyca.gov Phone: 530-265-1740

13. Make Contractor’s internal practices, books, and records relating to the use and disclosure of PII received from, or created or received by the Contractor on behalf of County available to the County upon request.
14. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the Welfare and Institutions Code or the Department of Social Service Privacy and Security Agreement, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
15. Contractor shall not provide access or disclose PII to any sub-contractor or other individual not employed directly by Contractor without written permission from the County.
16. Contractor agrees to comply with applicable provisions in the Computer Matching and Privacy Protection Act Agreement (CMPAA) between the Social Security Administration (SSA) and California Health and Human Services Agency (CHHS), in the Information Exchange Agreement

(IEA) between SSA and CDSS, in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), hereby incorporated in this contract as Attachment A, and in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, hereby incorporated into this contract as Attachment B.

If there is any conflict between a privacy and security standard in Attachment A or Attachment B and a standard in this contract, the most stringent standard shall apply. The most stringent standard means the standard that provides the greatest protection to PII.

Attachment A and Attachment B contents are highly sensitive and confidential. All disclosures of these attachments 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 C
INSURANCE REQUIREMENTS
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. County understands and agrees Contractor elects to self-insure or participate in risk pooling to finance liabilities. Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Educators Legal Liability (ELL):** Insurance covering wrongful acts for education, bullying, employment liability, and sexual abuse or molestation liability with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as

broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
9. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
10. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
11. **Verification of Coverage** County may require original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of

the CGL policy listing all policy endorsements. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

12. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
13. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
14. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
15. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
16. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT F
INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE [STATE AGENCY NAME]
OF [STATE NAME]

I. Purpose and Legal Authority

A. Purpose

This Computer Matching and Privacy Protection Act (CMPPA) Agreement (Agreement) between the Social Security Administration (SSA) and the [STATE AGENCY NAME] of [STATE NAME] (State Agency) sets forth the terms and conditions governing disclosures of records, information, or data (collectively referred to herein as “data”) made by SSA to the State Agency that administers federally funded benefit programs, including those under various provisions of the Social Security Act (Act), such as section 1137 of the Act (42 U.S.C. § 1320b-7), as well as the state-funded state supplementary payment programs under Title XVI of the Act. The terms and conditions of this Agreement ensure that SSA makes such disclosures of data, and the State Agency uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the CMPPA of 1988, 5 U.S.C. § 552a.

Under section 1137 of the Act, the State Agency is required to use an income and eligibility verification system to administer specified federally funded benefit programs, including the state-funded state supplementary payment programs under Title XVI of the Act. To assist the State Agency in determining entitlement to and eligibility for benefits under those programs, as well as other federally funded benefit programs, SSA verifies the Social Security number (SSN) and discloses certain data about applicants (and in limited circumstances, members of an applicant’s household), for state-administered benefits from SSA Privacy Act Systems of Records (SOR).

B. Legal Authority

SSA’s authority to disclose data and the State Agency’s authority to collect, maintain, and use data protected under SSA SORs for specified purposes is:

- Sections 453, 1106(b), and 1137 of the Act (42 U.S.C. §§ 653, 1306(b), and 1320b-7) (income and eligibility verification data);
- 26 U.S.C. § 6103(l)(7) and (8) (Federal tax information);
- Sections 202(x)(3)(B)(iv) and 1611(e)(1)(I)(iii) of the Act (42 U.S.C. §§ 402(x)(3)(B)(iv) and 1382(e)(1)(I)(iii)) (prisoner data);

- Section 205(r)(3) of the Act (42 U.S.C. § 405(r)(3)) and the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2) (death data);
- Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (quarters of coverage data);
- Section 1902(ee) of the Act (42 U.S.C. § 1396a(ee)); Children’s Health Insurance Program Reauthorization Act of 2009 (CHIPRA), Pub. L. 111-3 (citizenship data); and
- Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) and SSA’s compatibility regulation, 20 C.F.R. § 401.150 (data necessary to administer other programs compatible with SSA programs).

This Agreement further carries out section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the CMPPA, related Office of Management and Budget (OMB) guidelines, the Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. § 3551, et seq.), as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); and related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the State Agency must follow with regard to use, treatment, and safeguarding of data.

II. Scope

- A. The State Agency will comply with the terms and conditions of this Agreement and the Privacy Act, as amended by the CMPPA.
- B. The State Agency will execute an Information Exchange Agreement (IEA) with SSA, documenting additional terms and conditions applicable to those specific data exchanges, including the particular benefit programs administered by the State Agency, the data elements that will be disclosed, and the data protection requirements implemented to assist the State Agency in the administration of those programs.
- C. The State Agency will use the SSA data governed by this Agreement to determine entitlement and eligibility of individuals for one or more of the following programs, which are specifically identified in the IEA:
 1. Temporary Assistance to Needy Families (TANF) program under Part A of Title IV of the Act;
 2. Medicaid provided under an approved State plan or an approved waiver under Title XIX of the Act;
 3. State Children’s Health Insurance Program (CHIP) under Title XXI of the Act;
 4. Supplemental Nutritional Assistance Program (SNAP) under the Food Stamp Act of 1977 (7 U.S.C. § 2011, et seq.);

5. Women, Infants and Children Program (WIC) under the Child Nutrition Act of 1966 (42 U.S.C. § 1771, et seq.);
 6. Medicare Savings Programs (MSP) under 42 U.S.C. § 1396a(10)(E);
 7. Unemployment Compensation programs provided under a state law described in section 3304 of the Internal Revenue Code of 1954;
 8. Low Income Heating and Energy Assistance Program (LIHEAP or home energy grants) under 42 U.S.C. § 8621;
 9. State-administered supplementary payments of the type described in section 1616(a) of the Act;
 10. Programs under a plan approved under Titles I, X, XIV, or XVI of the Act;
 11. Foster Care and Adoption Assistance under Title IV of the Act;
 12. Child Support Enforcement programs under section 453 of the Act (42 U.S.C. § 653);
 13. Other applicable federally funded programs administered by the State Agency under Titles I, IV, X, XIV, XVI, XVIII, XIX, XX, and XXI of the Act; and
 14. Any other federally funded programs administered by the State Agency that are compatible with SSA's programs.
- D. The State Agency will ensure that SSA data disclosed for the specific purpose of administering a particular federally funded benefit program is used only to administer that program.

III. Justification and Expected Results

A. Justification

This Agreement and related data exchanges with the State Agency are necessary for SSA to assist the State Agency in its administration of federally funded benefit programs by providing the data required to accurately determine entitlement and eligibility of individuals for benefits provided under these programs. SSA uses computer technology to transfer the data because it is more economical, efficient, and faster than using manual processes.

B. Expected Results

The State Agency will use the data provided by SSA to improve public service and program efficiency and integrity. The use of SSA data expedites the application process and ensures that benefits are awarded only to applicants that satisfy the State Agency's program criteria. A cost-benefit analysis for the exchange made under this Agreement is not required in accordance with the determination by the SSA Data Integrity Board (DIB) to waive such analysis pursuant to 5 U.S.C. § 552a(u)(4)(B).

IV. Record Description

A. Systems of Records (SOR)

SSA SORs used for purposes of the subject data exchanges include:

- 60-0058 -- Master Files of SSN Holders and SSN Applications;
- 60-0059 -- Earnings Recording and Self-Employment Income System;
- 60-0090 -- Master Beneficiary Record;
- 60-0103 -- Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB);
- 60-0269 -- Prisoner Update Processing System (PUPS); and
- 60-0321 -- Medicare Database (MDB) File.

The State Agency will only use the Federal tax information (FTI) contained in **SOR 60-0059** (Earnings Recording and Self-Employment Income System) in accordance with 26 U.S.C. § 6103.

B. Data Elements

Data elements disclosed in computer matching governed by this Agreement are Personally Identifiable Information (PII) from specified SSA SORs, including names, SSNs, addresses, amounts, and other information related to SSA benefits and earnings information. Specific listings of data elements are available at:

<http://www.ssa.gov/dataexchange/>

C. Number of Records Involved

The maximum number of records involved in this matching activity is the number of records maintained in SSA's SORs listed above in Section IV.A.

V. Notice and Opportunity to Contest Procedures

A. Notice to Applicants

The State Agency will notify all individuals who apply for federally funded, state-administered benefits that any data they provide are subject to verification through computer matching with SSA. The State Agency and SSA will provide such notice through appropriate language printed on application forms or separate handouts.

B. Notice to Beneficiaries/Recipients/Annuitants

The State Agency will provide notice to beneficiaries, recipients, and annuitants under the programs covered by this Agreement informing them of ongoing

computer matching with SSA. SSA will provide such notice through publication in the Federal Register and periodic mailings to all beneficiaries, recipients, and annuitants describing SSA's matching activities.

C. Opportunity to Contest

The State Agency will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded, state-administered benefits based on data disclosed by SSA from its SORs until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "Adverse action" means any action that results in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. Such notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;
2. Give the individual until the expiration of any time period established for the relevant program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. Clearly state that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the SSA data are correct and will effectuate the planned action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

VI. Records Accuracy Assessment and Verification Procedures

Pursuant to 5 U.S.C. § 552a(p)(1)(A)(ii), SSA's DIB has determined that the State Agency may use SSA's benefit data without independent verification. SSA has independently assessed the accuracy of its benefits data to be more than 99 percent accurate when the benefit record is created.

The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Analytics, Review, and Oversight (FY 2018 Enumeration Accuracy Review Report, April, 2019).

SSA does not have an accuracy assessment specific to SOR 60-0059 (Earnings Recording and Self-Employment Income System). The correctness of the FTI provided to SSA, as an agent for the Internal Revenue Service (IRS), is generally contingent upon the correctness of the information provided by the payer of the income.

Prisoner and death data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA's benefit data. Therefore, the State Agency must independently verify these data through applicable State verification procedures and follow the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

Individuals applying for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files for a Social Security benefit. The State Agency must independently verify citizenship data through applicable State verification procedures and follow the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

VII. Disposition and Records Retention of Matched Items

- A. The State Agency will retain all data received from SSA to administer programs governed by this Agreement only for the required processing times for the applicable federally funded benefit programs and will then destroy all such data.
- B. The State Agency may retain SSA data in hardcopy to meet evidentiary requirements, provided that they retire such data in accordance with applicable state laws governing the State Agency's retention of records.
- C. The State Agency may use any accretions, deletions, or changes to the SSA data governed by this Agreement to update their master files of federally funded, state-administered benefit program applicants and recipients and retain such master files in accordance with applicable state laws governing the State Agency's retention of records.
- D. The State Agency may not create separate files or records comprised solely of the data provided by SSA to administer programs governed by this Agreement. The State Agency will delete the outgoing files from SSA as soon as the State Agency has incorporated the responsive information into the State Agency system.
- E. SSA will delete electronic data input files received from the State Agency after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

VIII. Security Procedures

SSA and the State Agency will comply with the security and safeguarding requirements of the Privacy Act, as amended by the CMPPA, related OMB guidelines, FISMA, related NIST guidelines, and the current revision of IRS Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies*, available at <http://www.irs.gov>. In addition, SSA and the State Agency

will have in place administrative, technical, and physical safeguards for the matched data and results of such matches. Additional administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency, including SSA's *Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA*, as well as specific guidance on safeguarding and reporting responsibilities for PII, are set forth in the IEAs.

SSA has the right to monitor the State Agency's compliance with FISMA, the terms of this Agreement, and the IEA and to make onsite inspections of the State Agency for purposes of auditing compliance, if necessary, during the lifetime of this Agreement or of any extension of this Agreement. This right includes onsite inspection of any entity that receives SSA data from the State Agency under the terms of this Agreement, if SSA determines it is necessary.

IX. Controlled Unclassified Information (CUI) Requirements

Pursuant to 32 C.F.R. § 2002.16(a)(6), the State Agency must handle any CUI in accordance with Executive Order 13556, 32 C.F.R. Part 2002, and the CUI Registry. The State Agency acknowledges that misuse of CUI is subject to penalties established in applicable law, regulations, or Government-wide policies. The State Agency will report any non-compliance with handling requirements to SSA using methods approved by SSA.

X. Records Usage, Duplication, and Redisclosure Restrictions

- A. The State Agency will use and access SSA data and the records created using that data only for the purpose of verifying eligibility for the specific federally funded benefit programs identified in the IEA.
- B. The State Agency will comply with the following limitations on use, duplication, and redisclosure of SSA data:
 1. The State Agency will not use or redisclose the data disclosed by SSA for any purpose other than to determine eligibility for, or the amount of, benefits under the state-administered income/health maintenance programs identified in the IEA.
 2. The State Agency will not extract information concerning individuals who are neither applicants for, nor recipients of, benefits under the state-administered income/health maintenance programs identified in this Agreement. In limited circumstances that are approved by SSA, the State Agency may extract information about an individual other than the applicant/recipient when the applicant/recipient has provided identifying information about the individual and the individual's income or resources affect the applicant's/recipient's eligibility for such program.

3. The State Agency will not disclose to an applicant/recipient information about another individual (i.e., an applicant's household member) without the written consent from the individual to whom the information pertains.
4. The State Agency will use the FTI disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(l)(7) and (8). The State Agency receiving FTI will maintain all FTI from IRS in accordance with 26 U.S.C. § 6103(p)(4) and the IRS Publication 1075. Contractors and agents acting on behalf of the State Agency will only have access to FTI where specifically authorized by 26 U.S.C. § 6103 and the current revision IRS Publication 1075.
5. When a data incident results in the State Agency taking adverse or disciplinary action against an employee based on an unauthorized inspection or disclosure of FTI in violation of the State Agency's procedures, the State Agency must notify each impacted taxpayer in writing. The notification letter must include the date of the unauthorized inspection or disclosure, and notify the taxpayer of his or her rights to file a civil action under Internal Revenue Code § 7431. The State Agency must report to IRS Safeguards when taxpayer notification letters are issued, in accordance with Publication 1075.
6. The State Agency will use the citizenship status data disclosed by SSA only to determine entitlement of new applicants to: (a) the Medicaid program and CHIP pursuant to CHIPRA, Pub. L. 111-3; or (b) federally funded, state-administered health or income maintenance programs approved by SSA. The State Agency will further comply with additional terms and conditions regarding use of citizenship data, as set forth in the State Agency's IEA.
7. The State Agency will use the State Data Exchange (SDX) file disclosed by SSA only for purposes of administering: (a) the state supplementary payment programs under Title XVI of the Act; (b) the Medicaid program; or (c) other state-administered health or income maintenance programs that justify the need for information concerning all Supplemental Security Income recipients in that State, if sufficiently documented by the State Agency and approved by SSA.
8. The State Agency will restrict access to the data disclosed by SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with the purposes identified in this Agreement.
9. The State Agency will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this

Agreement. The State Agency will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA's request, the State Agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

10. If the State Agency is authorized or required – pursuant to an applicable law, regulation, or intra-governmental documentation – to provide SSA data to another State or local government entity for the administration of the federally funded, state-administered programs covered by this Agreement, the State Agency must ensure that the State or local government entity, including its employees, abides by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement and the IEA. At SSA's request, the State Agency will provide copies of any applicable law, regulation, or intra-governmental documentation that authorizes the intra-governmental relationship with the State or local government entity. Upon request from SSA, the State Agency will also establish how it ensures that the State or local government entity complies with the terms of this Agreement and the IEA.
 11. The State Agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.
 12. The State Agency will conduct triennial compliance reviews of its contractor(s) and agent(s) no later than three years after the initial approval of the security certification to SSA. The State Agency will share documentation of its recurring compliance reviews of its contractor(s) and agent(s) with SSA. The State Agency will provide documentation to SSA during its scheduled compliance and certification reviews or upon request.
- C. The State Agency will not duplicate in a separate file or disseminate, without prior written permission from SSA, the data governed by this Agreement for any purpose other than to determine entitlement to, or eligibility for, federally funded benefits. The State Agency proposing the redisclosure must specify in writing to SSA what data are being disclosed, to whom, and the reasons that justify the redisclosure. SSA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program and authorized under a routine use. To the extent SSA approves the requested redisclosure, the State Agency will ensure that any entity receiving the redisclosed data will comply with the procedures and limitations on use, duplication, and redisclosure of SSA data, as well as all administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency including specific guidance on safeguarding and reporting

responsibilities for PII, as set forth in this Agreement and the accompanying IEAs.

XI. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all records of the State and its State Agencies that the Comptroller General deems necessary to monitor or verify compliance with this Agreement in accordance with 5 U.S.C. § 552a(o)(1)(K).

XII. Duration, Modification, and Termination of the Agreement

A. Duration

1. This Agreement is effective from July 1, 2022 (Effective Date) through December 31, 2023 (Expiration Date). *[If the State Agency signs the CMA after the effective date already provided, please provide an updated effective date. The expiration date will not change.]*
2. In accordance with the CMPPA, SSA will: report the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and publish notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).
3. Within 3 months before the Expiration Date, the SSA DIB may, without additional review, renew this Agreement for a period not to exceed 12 months, pursuant to 5 U.S.C. § 552a(o)(2)(D), if:
 - the applicable data exchange will continue without any change; and
 - SSA and the State Agency certify to the DIB in writing that the applicable data exchange has been conducted in compliance with this Agreement.
4. If either SSA or the State Agency does not wish to renew this Agreement, it must notify the other party of its intent not to renew at least 3 months prior to the Expiration Date.

B. Modification

Any modification to this Agreement must be in writing, signed by both parties, and approved by the SSA DIB.

C. Termination

The parties may terminate this Agreement at any time upon mutual written consent of both parties. Either party may unilaterally terminate this Agreement upon 90 days advance written notice to the other party; such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow or terminate this Agreement if SSA determines, in its sole discretion, that the State Agency has violated or failed to comply with this Agreement.

XIII. Reimbursement

In accordance with section 1106(b) of the Act, the Commissioner of SSA has determined not to charge the State Agency the costs of furnishing the electronic data from the SSA SORs under this Agreement.

XIV. Disclaimer

SSA is not liable for any damages or loss resulting from errors in the data provided to the State Agency under any IEAs governed by this Agreement. Furthermore, SSA is not liable for any damages or loss resulting from the destruction of any materials or data provided by the State Agency.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

XV. Points of Contact**A. SSA Point of Contact****Regional Office**Name, TitleOffice/BranchStreet AddressCity, State Zip CodePhone: Number/Fax: NumberEmail: Address**B. State Agency Point of Contact**Name, TitleOffice/BranchStreet AddressCity, State Zip CodePhone: Number/Fax: NumberEmail: Address

XVI. SSA and Data Integrity Board Approval of Model CMPPA Agreement

The signatories below warrant and represent that they have the competent authority on behalf of SSA to approve the model of this CMPPA Agreement.

The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION

Mary Ann Zimmerman
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date

I certify that the SSA Data Integrity Board approved the model of this CMPPA Agreement.

Matthew D. Ramsey
Chair
SSA Data Integrity Board

Date

XVII. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agency to enter into the obligations set forth in this Agreement.

The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION

[Name]
Regional Commissioner
[Region]

Date

[NAME OF STATE AGENCY]

[Name of Signatory]
[Title]

Date

COMPUTER MATCHING AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES
CITIZENSHIP AND IMMIGRATION SERVICES (DHS-USCIS)
AND
THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CA-DSS)
PART I: GENERAL TERMS AND CONDITIONS

A. PARTIES

The parties to this Computer Matching Agreement (Agreement) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS) and the California Department of Social Services (CA-DSS)

B. TITLE OF MATCHING PROGRAM

The title of this matching program as it will be reported by the Department of Homeland Security and the Office of Management and Budget is as follows: Verification Division DHS-USCIS/California Department of Social Services (CA-DSS).

C. PURPOSE AND LEGAL AUTHORITY

1. *Purpose*

The purpose of this Agreement is to re-establish the terms and conditions governing CA-DSS's access to, and use of, the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program, which provides immigration status information from federal immigration records to authorized users, and to comply with the Computer Matching and Privacy Protection Act of 1988.

CA-DSS will use the SAVE Program to verify the immigration status of non-U.S. citizens who apply for federal benefits (Benefit Applicants) under Temporary Assistance to Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) programs that CA-DSS administers. CA-DSS will use the information obtained through the SAVE Program to determine whether Benefit Applicants possess the requisite immigration status to be eligible for the TANF and SNAP programs administered by CA-DSS.

This Agreement describes the respective responsibilities of DHS-USCIS and CA-DSS to verify Benefit Applicants' immigration status while safeguarding against unlawful discrimination and preserving the confidentiality of information received from the other party. The requirements of this Agreement will be carried out by authorized employees and/or contractor personnel of DHS-USCIS and CA-DSS.

2. Legal Authorities

a. Authority to Match Data

The Computer Matching and Privacy Protection Act of 1988 (CMPPA), Public Law 100-503, 102 Stat. 2507 (1988), as amended, was enacted as an amendment to the Privacy Act of 1974 (5 U.S.C. § 552a).

The CMPPA applies when computerized comparisons of Privacy Act-protected records contained within a federal agency's databases and the records of another organization are made for the purpose of establishing or verifying the eligibility of, or continuing compliance with statutory and regulatory requirements by, applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under Federal benefit programs. The CMPPA requires the parties participating in a matching program to execute a written agreement specifying the terms and conditions under which the matching program will be conducted.

DHS-USCIS has determined that the status verification checks to be conducted by the CA-DSS using the SAVE Program is a "matching program" as defined in the CMPPA.

b. Agencies' Authority to Request Immigration Status Information

Section 121 of the Immigration Reform and Control Act (IRCA) of 1986, Public Law 99-603, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), Public Law 104-193, 110 Stat. 2168 (1996), requires DHS to establish a system for the verification of immigration status of alien applicants for, or recipients of, certain types of benefits as specified within IRCA, and to make this system available to state agencies that administer such benefits. Section 121(c) of IRCA amends Section 1137 of the Social Security Act and certain other sections of law that pertain to federal entitlement benefit programs. Section 121(c) requires state agencies administering these programs to use DHS-USCIS's verification system to make eligibility determinations in order to prevent the issuance of benefits to ineligible alien applicants. The SAVE Program is the DHS-USCIS system available to the CA-DSS and other covered agencies for use in making these eligibility determinations.

The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Public Law 104-208, 110 Stat. 3009 (1996) grants federal, state, or local government agencies seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency with the authority to request such information from DHS-USCIS for any purpose authorized by law, and to send information related to immigration status to DHS-USCIS, notwithstanding any other provision of law.

CA-DSS will access information contained in the SAVE Program for the purpose of confirming the immigration status of alien applicants for, or recipients of, benefits it administers to discharge its obligation to conduct such verifications pursuant to Section

1137 of the Social Security Act (42 U.S.C. § 1320b-7(a) *et seq.*), Section 213A of the Immigration and Nationality Act (8 U.S.C. §§ 1183a and 1631), and California Welfare and Institution Codes 11104.1, 14007.5 and 14011.2.

D. JUSTIFICATION AND EXPECTED RESULTS

The parties to this Agreement have determined that this computer matching program is justified because it is the most efficient and expeditious means of obtaining and processing the information needed by CA-DSS to verify the immigration status of Benefit Applicants for, and recipients of, TANF and SNAP. It is expected that this matching program will enable CA-DSS to rapidly confirm the eligibility of Benefit Applicants with proper immigration status, identify those Benefit Applicants who require further checks to confirm proper eligibility status, administer sponsor deeming and agency reimbursement requirements, and to identify and prevent improper payments to those Benefit Applicants whose immigration status does not entitle them to receive TANF and SNAP administered by CA-DSS.

Available alternatives to the use of this computer matching program for verifying immigration status would impose a much greater administrative and processing burden, would result in higher annual administrative costs, and would protract the average case response time. The anticipated savings from the use of the SAVE Program, including administrative costs and savings derived by eliminating fraudulent benefit payments, is \$20,071,766 based on historical savings. Using a computer matching program, CA-DSS can process, in an extremely expeditious manner, a higher volume of queries with reduced overall labor demands.

Additionally, because of the rapid response capability provided by this computer matching program, there will be a greater deterrent effect on applicants seeking to fraudulently receive entitlement benefits administered by CA-DSS as compared to a much slower mail-in procedure. One of the major objectives of IRCA, to reduce incentives for undocumented entry and presence in the United States, is furthered by this matching program's deterrent effect. Finally, this system also supports efforts to curb waste, fraud, and abuse within federally-funded entitlement programs.

E. RECORDS DESCRIPTION

1. Records to be matched
 - a. Records accessed by the DHS-USCIS Verification Information System (VIS) database used by the SAVE Program to verify immigration status, which accesses information related to the status of aliens, and naturalized, and to the extent they have applied for Certificates of Citizenship, derived U.S. citizens, on whom DHS-USCIS has a record as an applicant, petitioner, sponsor, or beneficiary. See DHS/USCIS-004 Systematic Alien Verification for Entitlements (SAVE) System of Records Notice, 81 Fed.

Reg. 78619 (Nov. 8, 2016).

- b. CA-DSS records pertaining to non-citizen Benefit Applicants for, or recipients of, TANF and SNAP administered by CA-DSS.
2. Data elements that may be used to automatically or manually match records include

- a. Data elements contained within CA-DSS records that may be matched with federal immigration records during automated initial verification or additional verification:

- 1. Last Name
- 2. First Name
- 3. Middle Name
- 4. Date of Birth
- 5. One or More Immigration Number (e.g. Alien Registration / USCIS Number, Arrival-Departure Record I-94 Number, SEVIS ID Number, Certificate of Naturalization Number, Certificate of Citizenship Number, or Unexpired Foreign Passport Number)
- 6. Other Information From Immigration Documentation (e.g. Country of Birth, Date of Entry, Employment Authorization Category)

- b. Data elements contained within DHS-USCIS's records to be provided to CA-DSS may consist of the following:

- 1. Last Name
- 2. First Name
- 3. Middle Name
- 4. Date of Birth
- 6. One or More Immigration Number (e.g. Alien Registration / USCIS Number, Arrival-Departure Record I-94 Number, SEVIS ID Number, Certificate of Naturalization Number, Certificate of Citizenship Number, or Unexpired Foreign Passport Number)
- 7. Citizenship or Immigration Data (e.g. immigration class of admission and/or employment authorization)
- 8. Sponsorship Data (e.g. name, address, and social security number of Form I-864/I-864EZ sponsors and Form I-864A household members, when applicable)
- 9. Case Verification Number

3. Number of records

On a monthly basis, approximately 151,361 records from the CA-DSS will be matched using DHS-USCIS's VIS, which accesses more than 400 million records.

4. Duration of the program

This computer-matching program will be valid 18 months from the effective date of this Agreement. If, after 18 months from the effective date of this Agreement, CA-DSS and DHS-USCIS agree to extend the Agreement, while conducting the program without change, they may extend this Agreement for an additional 12 months.

5. Case Verification Number

The SAVE Program will generate a Case Verification Number to track each request. This number is not used to match against immigration records.

F. NOTICE PROCEDURES

DHS-USCIS agrees to publish in the Federal Register a notice of this matching program as specified in the CMPPA and the OMB CMPPA implementing guidance, available at 54 Fed. Reg. 25818, 25825-26 (June 19, 1989).

As required by 5 U.S.C. § 552a(o)(1)(D), CA-DSS will provide written notice to Benefit Applicants for and recipients of TANF and SNAP that any information they provide may be subject to verification through the DHS-USCIS SAVE Program. At the time of the initial application for TANF and SNAP, CA-DSS will inform in writing each Benefit Applicant covered by this Agreement that their immigration status may be verified by matching against federal immigration records and that CA-DSS cannot take any adverse action against the Benefit Applicant to delay, deny, reduce, or terminate the Benefit Applicant's application except as described in Section G of this Agreement.

G. VERIFICATION PROCEDURES

DHS-USCIS, upon receipt of an immigration status verification case from CA-DSS regarding a Benefit Applicant for TANF and SNAP, agrees to provide CA-DSS through the SAVE Program the following information pertaining to the individual: SAVE Program case verification number, name, date and country of birth, date of entry, and immigration status data. The SAVE Program may also provide information regarding periods of employment authorization and the name, address, and social security number of the Benefit Applicant's sponsor, if any, if requested by CA-DSS. See Section E for details.

DHS-USCIS agrees to provide CA-DSS with instructional materials required for the proper use of the SAVE Program. These instructional materials address the policies and procedures governing use of the program, including (1) program access, (2) verification procedures, (3) disclosure of information and privacy protections, and (4) non-discrimination requirements. DHS-USCIS agrees to provide CA-DSS with a sufficient number of primary verification user codes to assure the effective implementation of this

Agreement. DHS-USCIS agrees to provide CA-DSS with the name, address, and telephone number of appropriate points of contact (POC) within DHS-USCIS, or its contractor organization, to answer any questions about the program, including its proper use and billing issues.

CA-DSS agrees to ensure, and report completion of, the proper training of its employees and contractors in the use of the SAVE program, to ensure that its employees and contractors will complete all verification procedures necessary to determine immigration status before making any adverse determination against a Benefit Applicant for reasons relating to the Benefit Applicant's immigration status, to provide appropriate monitoring of CA-DSS's use of the SAVE program to protect against misuse and abuse, and to respond in a timely manner to possible misuse of the program.

To initiate a SAVE Program case, CA-DSS agrees to provide the alien registration number, I-94 number, or other immigration identifier or document of each benefit applicant whose immigration status must be verified to determine eligibility for TANF and SNAP administered by CA-DSS. If the SAVE Program cannot determine an individual's records, requires additional information to provide an accurate response, or provides CA-DSS with information that does not match the status claimed by the individual, CA-DSS agrees that it will conduct additional verification through the SAVE program, including providing the individual an opportunity to address any mismatch or non-match by correcting his or her records with DHS-USCIS before making any adverse determination as a result of information produced by this matching program. To conduct these additional verification steps, CA-DSS agrees to provide the SAVE Program with an electronic description of the applicant's immigration document or an electronic copy of the applicant's documentation and a completed electronic Document Verification Form G-845. CA-DSS will scan the Benefit Applicant's immigration document and upload it to SAVE rather than submit a paper Form G-845 with an attached copy of the document. Paper submission is not accepted. This additional information will help ensure that the SAVE Program is able to check all relevant federal immigration files to provide CA-DSS accurate immigration status information.

CA-DSS agrees that the information provided by the SAVE Program pursuant to this Agreement will be used solely for the purposes stated in this Agreement. CA-DSS also agrees that this information will not be disclosed to any other individuals or entities for any other purpose, except as authorized or required by Federal and State law, and will notify DHS-USCIS if it discloses this information for these purposes.

1. Safeguards regarding the Use and Disclosure of Immigration Status Information

Both parties to this agreement shall adhere to privacy protections regarding the use and disclosure of personally identifiable information (PII) pertaining to Benefit Applicants who are lawful permanent residents (LPRs) and U.S. citizens, as set forth in the Privacy Act of 1974.

CA-DSS agrees to use the SAVE Program in a manner that protects the Benefit Applicant's privacy to the maximum degree possible.

CA-DSS also agrees to comply with any additional requirements imposed by other applicable federal benefit program regulations, including but not limited to, those setting forth standards for the safeguarding, maintenance, and disposition of information received under this Agreement.

CA-DSS agrees not to delay, deny, reduce, or terminate any Benefit Applicant's TANF and SNAP for reasons relating to the Benefit Applicant's Immigration status as a result of information produced by this matching program unless (1) all verification prompts have been followed, and (2) the Benefit Applicant has been afforded the opportunity to correct any adverse or discrepant information provided by the SAVE Program as described in Section G of this Agreement.

DHS-USCIS reserves the right to use or share information it receives from CA-DSS for any purpose permitted by law, including but not limited to supporting the prosecution of violations of federal criminal law.

DHS-USCIS may terminate this Agreement without prior notice if: (1) required by law or policy, (2) there is a breach of system integrity or security, or (3) CA-DSS fails to comply with this Agreement, SAVE Program rules and procedures, or other legal requirements.

CA-DSS agrees to immediately notify DHS-USCIS within 24 hours whenever there is cause to believe an information breach has occurred. For the purposes of this Agreement, "breach" is the same as defined in OMB Memorandum M-17-12. It includes "the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose".

DHS-USCIS agrees to immediately notify CA-DSS within 24 hours whenever there is cause to believe an information breach has occurred and the information affected by the breach includes information that CA-DSS provided to DHS-USCIS or information pertaining to Benefit Applicants. The response to a breach of CA-DSS information shall be determined jointly by DHS-USCIS and CA-DSS to include at a minimum the immediate notification of DHS United States Computer Emergency Readiness Team (US-CERT), the USCIS Office of Privacy, and the USCIS Service Desk.

2. Non-Discrimination

DHS-USCIS and CA-DSS agree that this Agreement will be implemented and administered in a manner that does not unlawfully discriminate against Benefit Applicants on any protected basis, including based upon the Benefit Applicant's national origin, race,

color, sex, religion, age, or disability in accordance with Section 121(c) of the Immigration Reform and Control Act of 1986, Section 705 of the Homeland Security Act of 2002; Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), agency implementing regulations at 6 C.F.R. Part 15, California Welfare and Institution Codes 11104.1, 14007.5 and 14011.2, the Food Stamp Act (7 U.S.C. § 2020(c)), and Section 10000 of the California Welfare and Institutions Code, as applicable.

3. Records Relating to United States Citizens

Nothing in this Agreement authorizes CA-DSS to use the DHS-USCIS system for the purpose of verifying the status of any individual claiming U.S. citizenship by birth. If, however, DHS-USCIS receives a request for a verification of a CA-DSS applicant who is an LPR, other immigrant or nonimmigrant, or a naturalized or derived U.S. citizen, the request may be referred to DHS-USCIS for additional verification procedures. All safeguards and protections provided by the Privacy Act, CMPPA, Judicial Redress Act (JRA) of 2015, and this Agreement regarding the use, disclosure, and security of DHS-USCIS records apply to DHS-USCIS records regarding U.S. citizens, LPRs, and certain designated foreign nationals. U.S. citizens and LPRs covered by Privacy Act of 1974 and those covered persons covered by the JRA are provided with privacy protections and legal redress (e.g. access and amendment) required by law. With respect to persons who are not covered by the Privacy Act or JRA, Department of Homeland Security, by policy, will still analyze official sharing requests under the Fair Information Practice Principles. However, for those individuals, no privacy rights or benefits, substantive or procedural, is intended, or should be construed, to be created by this Computer Matching Agreement, and are not enforceable at law against the United States, its agencies, officers, or employees.

H. DISPOSITION OF MATCHED ITEMS

Records created by the SAVE Program to verify immigration status or employment authorization are stored and retained in the VIS Repository for ten (10) years from the date of the completion of the verification process unless the records are part of an on-going investigation in which case they may be retained until completion of the investigation. Copies of immigration documents submitted electronically as an attachment to the Form G-845 to DHS in response to a request for additional verification will be maintained until the completion of the verification process. Electronic records are retained for ten years in accordance with the relevant National Archives and Records Administration records control schedule, N1-566-08-007.

I. SECURITY PROCEDURES

1. Security Measures

DHS-USCIS agrees to safeguard information it receives from CA-DSS in connection with status verification inquiries in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a),

IRCA, other applicable statutes, and the requirements of this Agreement between the parties.

DHS-USCIS agrees to safeguard the information provided by CA-DSS in accordance with DHS-USCIS disclosure standards and to provide the name of DHS-USCIS's program inspector responsible for compliance with these standards. Individuals who wish to obtain copies of records pertaining to themselves resulting from queries submitted to the SAVE Program may do so by following the Freedom of Information Act and Privacy Act procedures that can be found at www.uscis.gov.

The DHS-USCIS's data facility where CA-DSS and DHS-USCIS information is stored complies with requirements of the Department of Homeland Security, National Security Systems Policy Directive 4300B. It is a secure facility accessed only by authorized individuals with properly coded key cards, authorized door keys, or access authorization. There is a security guard force on duty 24 hours a day, 7 days a week. The building is protected against unauthorized access, unauthorized use of equipment, or removal of storage media and listings. Employees at the facility have undergone background checks in order to be granted clearance and are provided access badges.

CA-DSS agrees to safeguard information it receives from DHS-USCIS under the verification process in accordance with the requirements of the Privacy Act (5 U.S.C. § 552a(e)(10)), and applicable federal and state entitlement benefit program record retention, disclosure, and disposal requirements. CA-DSS will dispose of the records in accordance with its entitlement benefit program record retention schedule. If no schedule exists, CA-DSS agrees to destroy the record upon adjudication of the benefit.

CA-DSS also agrees to limit access to information to those individuals responsible for the verification of the alien's immigration status or who require access to the information to perform necessary support functions. CA-DSS agrees to restrict further dissemination of the information unless required in connection with state or the federal entitlement program or law enforcement responsibilities.

CA-DSS has taken measures to secure information received from DHS-USCIS for purposes of the matching program in accordance with applicable State and Federal entitlement program rules procedures. CA-DSS's offices are located in secure buildings, and access to premises is by official identification. All records are stored in secure facilities that are maintained by CA-DSS or a government contractor, which are locked during non-duty hours. Records are stored in cabinets or machines, which are also locked during duty and non-duty office hours. Access to automated records is controlled by user identification and passwords.

The computer security systems used by both DHS-USCIS and CA-DSS offer a high degree of resistance to tampering and circumvention. Multiple levels of security are maintained within their computer system control programs. Both security systems limit access to authorized personnel strictly on a "need-to-know" basis, and control an individual user's

ability to access and alter records within the system. All users are given a unique ID and interactions with the system are recorded.

2. Monitoring and Compliance

As the agency sharing its data, DHS-USCIS reserves the right to make onsite inspections to monitor and review all records and documents related to the use, abuse, misuses, fraudulent use, or improper use of SAVE by CA-DSS, and for the purposes of auditing compliance, if necessary, during the lifetime of this Agreement or during any extension of this Agreement.

Furthermore, SAVE Monitoring and Compliance may conduct desk audits and/or site visits to review CA-DSS's compliance with this Agreement and all other SAVE related policy, procedures, guidance, and laws applicable to conducting verification and to safeguarding, maintaining, and disclosing any data provided or received pursuant to this Agreement.

SAVE Monitoring and Compliance may perform audits of CA-DSS's SAVE User IDs use and access, SAVE training records, SAVE financial records, system profiles, and usage patterns and other relevant data.

SAVE Monitoring and Compliance may interview any and all of CA-DSS's SAVE system users and any and all contractors or other personnel within CA-DSS regarding any and all questions or problems that may arise in connection with CA-DSS's participation in SAVE.

SAVE Monitoring and Compliance may monitor system access and usage and assist CA-DSS as necessary to ensure compliance with the terms of this Agreement and the SAVE Program requirements by its authorized agents or designees.

CA-DSS will take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including, but not limited to, those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions, and safeguards of this Agreement, SAVE Program procedures or other applicable laws, regulations, or policy.

J. RECORDS USE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

The parties agree to comply with the data maintenance and disclosure control requirements specified within Part I of this Agreement. The CA-DSS agrees not to duplicate or re-disclose any records received from DHS-USCIS pursuant to this matching Agreement, except when it is required by law or is essential to the conduct of the matching program, i.e., it is necessary to verify the immigration status of alien applicants for, and recipients of, TANF and SNAP administered by CA-DSS (including follow-up actions). Additionally, if the matching program uncovers evidence of fraudulent claims or the use of fraudulent immigration documents, or unlawful discrimination or other misuse of the

SAVE program, DHS may re-disclose the records if essential to the conduct of the matching program and as otherwise permitted by routine uses found in the DHS/USCIS-004 Systematic Alien Verification for Entitlements SORN, or as otherwise required by law.

K. RECORDS ACCURACY ASSESSMENT

DHS-USCIS currently estimates that information within its VIS database is 90–95% accurate in reflecting immigration status, but continues to undertake various actions to further improve the quality of the VIS database. In addition, in cases in which status is not confirmed through VIS, or when the status information provided by VIS does not match an individual’s claimed status, additional verification procedures are used, which allows DHS-USCIS to check all necessary indices and files before providing CA-DSS with immigration status information through additional manual verification. This process includes procedures for DHS-USCIS to correct any errors detected in the immigration status information.

L. COMPTROLLER GENERAL ACCESS

The GAO (Comptroller General) may have access to all of the matching records of CA-DSS that the Comptroller General deems necessary to verify compliance with this Agreement.

M. NOTICE AND OPPORTUNITY TO CONTEST

The CA-DSS may not suspend, terminate, reduce, or make a final denial of TANF and SNAP eligibility of a Benefit Applicant covered by this Agreement based on that Benefit Applicant’s immigration status, or take other adverse action against such individual as a result of information produced by this matching program until:

1. CA-DSS independently verifies the information, or
2. The Benefit Applicant receives a notice from CA-DSS containing a statement of its findings and informing the individual of the opportunity to contest such findings; and
 - a. the expiration of any time period established for the TANF and SNAP by statute or regulation for the Benefit Applicant to respond to that notice; or
 - b. in the case of a TANF and SNAP for which no such period is established, the end of the 30-day period beginning on the date on which notice is mailed or otherwise provided to the individual.

N. COMPENSATION

CA-DSS shall pay the standard billing rates in accordance with the terms of the Anticipated Collections Addendum and arrange the obligations, processes and methods related to the

payment of required fees to DHS-USCIS and/or its authorized agents.

The current standard billing rates are attached. The standard billing rates and methods of payment are subject to change upon prior written notification to the CA-DSS.

O. EFFECTIVE DATE

This Agreement will be effective 40 days after a report concerning the computer matching program has been transmitted to the Office of Management and Budget (OMB) and transmitted to Congress along with a copy of the Agreement, or 30 days after publication of a computer matching notice in the Federal Register, whichever is later. This re-established Agreement (and matching activity) will continue for 18 months from the effective date, unless within three (3) months before the expiration of this Agreement, the Data Integrity Board approves a one-year extension pursuant to 5 U.S.C. § 552a(o)(2)(D).

P. RIGHTS AND REMEDIES

This Agreement is for the benefit of CA-DSS and DHS-USCIS only. Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party, including Benefit Applicants, against either party. Nonetheless, nothing in this Agreement limits any right or benefit, substantive or procedural, that a third party, including Benefit Applicants, may have under applicable federal, state or local law.

Q. SIGNATURES

The undersigned are officials of DHS-USCIS and the CA-DSS who are authorized to represent their Agencies for purposes of this Agreement.

Jonathan M. Mills
Acting Chief, SAVE Program
Verification Division
U.S. Citizenship and Immigration Services
U.S. Department of Homeland Security

Simone Dumas
Chief
Contracts Bureau
California Department of Social
Services

Date: _____

Date: _____

**R. DEPARTMENT OF HOMELAND SECURITY
DATA INTEGRITY BOARD APPROVAL**

Approved _____

Date _____

Dena Kozanas Chief Privacy and Freedom of Information Act Officer
Chairperson of the Data Integrity Board
U.S. Department of Homeland Security

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

ASSURANCE OF COMPLIANCE WITH
NEVADA COUNTY DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

&

DECLARATION OF ELIGIBILITY FOR PROSPECTIVE CONTRACTORS

NAME OF VENDOR/RECIPIENT: _____

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h), (l), (i), and (4); California Government Code Section 4450; Title 22, California Code of Regulations Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, ethnic group identification, ancestry, political affiliation, religion, religious creed, marital status, sex, sexual orientation, age, medical condition, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

Contractor agrees that he/she will provide a report to Nevada County Department of Social Services within 60 days of contract initiation as to how and when the aforementioned laws, rules and regulations were communicated to all persons performing services under Contractor's Agreement with the County of Nevada.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Furthermore, Contractor declares that he/she or the entity you are representing is not an "Ineligible Person" as defined herein: "An Ineligible Person" is any individual or entity who: (a) is currently excluded, suspended, debarred, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or (b) has been convicted of a criminal offense related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible. If, while engaged as a Contractor for the County, I (or the entity I represent) become an Ineligible Person, I will notify the Social Services Director immediately.

Date: _____

Director's Signature: _____
Vendor/recipient

Address of vendor/ recipient