

## CONTRACT SUMMARY SHEET

**To:** The Office of the City Attorney, Room 920, CHE  
 The Office of the City Clerk, Index Section, Room 395, CH  
 The Office of Contract Compliance (OCC), Mail Stop #138, 1149 S. Broadway, 3<sup>rd</sup> fl.

**From:** Community Development Department  
 Administrative Services Division  
 CU Analyst/Phone: Michael Petersen (213) 744-9306

Contract No: 113870

**(Closeout Amendment of Neighborhood Action Programs)**

Amendment No: One

Amendment Amount: \$37,763

Amendment Authority: ☐ Administrative Code 14.8

☒ Council Amendment

Contractor Name: PARA LOS NINOS

Council File No: 09-0372

Term of Contract: April 1, 2008 to September 30, 2009

Date of Approval: April 27, 2009

Funding Allocation:  
 CDBG \$3,519 CSBG \$34,244

Total Amount: \$113,289

Project Title: Para Los Ninos Neighborhood Action Program

Line Item of Authority:

- ☒ Consolidated Plan, Year 35, ID:  
☐ WIA Annual Plan, Year line:  
☐ Other:

ANALYST NAME & PHONE NO.: CECILIA GALVEZ, (213) 744-9079

**PURPOSE OF AGREEMENT/AMENDMENT: TO EXTEND CONTRACT TERM SIX (6) MONTHS, ADD FUNDS FOR TRANSITION SERVICES AND CLOSEOUT ACTIVITIES, UPDATE FEDERAL COMPLIANCE REQUIREMENTS**

<b>Contractor Address:</b>		500 S Lucas Ave Los Angeles, CA 90017-2002	
<b>Contact/Title/Phone:</b>		Gisselle Acevedo, President & CEO	
Contract/Amendment Number	Authority	Description	Dollar Amount
Original	08-0097		\$75,526
1	09-372 09-0372	a) extend 6 months; b) add funds for transition and closeout activities; c) update ADA compliance language	\$37,763
		<b>TOTAL AMOUNT (requires Council Amend if over \$25,000 cumulative)</b>	<b>\$113,289</b>

CITY OF LOS ANGELES

NEIGHBORHOOD ACTION PROGRAM AMENDMENT

Agreement No.:	113870
Amendment No.:	One
Project Title:	Para Los Ninos Neighborhood Action Program
Contractor:	PARA LOS NINOS
Doing Business As:	N/A
Type of Organization:	Non-Profit
Corporate Number:	C0947114

## FIRST AMENDMENT

TO AGREEMENT NUMBER 113870 OF CITY OF LOS ANGELES CONTRACTS

BETWEEN THE CITY OF LOS ANGELES  
AND  
**PARA LOS NINOS**

RELATED TO THE PARA LOS NINOS NEIGHBORHOOD ACTION PROGRAM

THIS **FIRST AMENDMENT** to Agreement Number **113870** of City of Los Angeles contracts is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City and **PARA LOS NINOS**, a California nonprofit corporation, hereinafter referred to as the Contractor.

### RECITALS

WHEREAS, the City and Contractor have entered into an Agreement wherein Contractor shall provide certain services, said Agreement effective April 1, 2008 and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, § 802 of the Agreement provides for amendments to the Agreement; and

WHEREAS, The Agreement contemplated that modifications and closeout activities may be required after the time set forth in §103, "Term of the Agreement," of the Agreement; and

WHEREAS, the City and Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (Council File Numbers 09-0372 dated April 27, 2009) which authorized negotiation and execution of an amendment to the Agreement for the purpose of:

- (a) adding additional funds in the amount of Thirty-Seven Thousand Seven Hundred Sixty-Three Dollars (\$37,763) for a new total of One Hundred Thirteen Thousand Two Hundred Eighty-Nine Dollars (\$113,289);
- (b) adding an additional six (6) months for a new ending date of September 30, 2009;
- (c) updating the "Services to be Provided by the Contractor" for the six (6) months extension period;
- (d) adding transition and closeout activities to be completed by Contractor during this extension period;
- (e) amending Section 514, Compliance with State and Federal Statutes and Regulations, by adding the requirements of compliance with the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act (ADAAA) Pub. L. 110-325 and all subsequent amendments in its subsections;
- (f) adding Management Memo MM 08-11;
- (g) incorporating by reference CDD Directive 09-03; regarding due process rights for persons denied services; and
- (h) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended effective April 1, 2009 as follows:

## AMENDMENT

§1. Amend Section 103, Term of the Agreement, by deleting the current ending date of March 31, 2009 and replacing with the new ending date of September 30, 2009. This amendment adds an additional six (6) months for a total term of eighteen (18) months.

§2. Amend Section 202, General Purpose and Requirements of Statement of Work, by adding the following paragraphs of transition/closeout activities:

A. Close-Out Anticipation

In support of the City's new funding and administrative structure for the Human Services Delivery System and in anticipation of the Neighborhood Action Network Program (NAP) ending on September 30, 2009, services to program participants are to be completed by the end of the contract term. For program participants needing services beyond the end of the contract term, the Contractor shall transition program participants to either programs funded with other resources, or to other suitable City or other service providers in the community by September 30, 2009.

At the end of the contract term, the Contractor shall report to the City, using forms and formats prescribed by the City for this purpose, with a listing of program participants who are transitioned to other programs and or agencies. The report shall include referral information on each program participant.

No new participants shall be enrolled in NAP City-funded services after March 31, 2009 unless services to such participants will be completed by September 30, 2009.

Contractor shall notify, in writing, all subcontractors or lenders that the City funding will end as of September 30, 2009 and all contracts and leases will end. Contractor will take action to terminate all subcontracts and leases associated with the NAP program. All necessary and allowable closeout activities are outlined in the City Agreement and all CDD Directives.

B. Contractor shall complete the following closeout activities:

1. Contractor shall comply with any and all City Directives issued detailing the closeout process;
2. Staffing
  - a. Contractor shall comply with any labor union contracts and personnel policies in place during the transition period;
  - b. Contractor shall notify all staff that the City funding for the NAP programs will end September 30, 2009;
  - c. Contractor should set aside funds for staff benefits, such as unused vacation time, that occur during this 6-month period;
  - d. Contractor shall arrange for referrals to WorkSource/OneSource centers for any staff who will be terminated as a result of the NAP program ending.

3. Subcontractor

- a. Contractor shall notify, in writing, all subcontractors or lenders that the City funding will

end as of September 30, 2009 and all contracts and leases will end.

- b. Contractor will take action to terminate all such subcontracts and leases and pay off loans associated with the NAP program.
  - c. Contractor should include monies in the 6-month expenditure plan to cover any unpaid bills and future liabilities provided they are allowable costs.
4. Submit the proposed Expenditure Plan for the transition period of April 1, 2009 to September 30, 2009;
    - a. The estimated costs for the five (5) year record retention shall be detailed;
    - b. The funds for conducting the Single Audit shall be identified;
  5. Prepare and submit by November 15, 2009 a complete and accurate final closeout invoice and final program report for the period of April 1, 2009 to September 30, 2009;
  6. By November 15, 2009 remit total amount of unearned funds to the City, as identified in the NAP final fiscal closeout report described above, and as required by the City;
  7. By November 15, 2009 notify the City in writing of the location within Los Angeles County where all the records for the NAP program including, but not limited to, MIS documents and fiscal documents in their original form pertaining to matters covered by this Agreement shall be retained for the required period of five (5) years after the termination of the City contract or the final disposition of any audit or litigation, whichever is later;

Funding for records retention is an eligible program expenditure and should be detailed in the related expenditure plan if budgeted;

8. Conduct or have a financial audit performed, in accordance with the Single Audit Act of 1984, implementing OMB Circular A-133 as applicable which shall be submitted to the City within the time frame specified in OMB Circular A-133;
9. On or before November 15, 2009, notify the City representative to the Agreement with contact information on the firm contracted to perform the audit and agency staff that will manage this process. This expenditure may be included as a line item within the required expenditure plan for the extension period;
10. Submit to the City/MIS all required documents in accordance with all City/MIS procedures and all City Closeout Directives and requirements;
11. On or before September 30, 2009, the Contractor shall provide the City with a inventory listing of furniture and equipment purchased with NAP City funds. The City will assist the Contractor in the identification and disposition of all such items.

§3. Amend Section 301 A1, Compensation, by deleting it in its entirety and replacing it with the following:

- §301. A1. The City shall pay to the Contractor an amount not to exceed One Hundred Thirteen Thousand Two Hundred Eighty-Nine Dollars (\$113,289) for the complete and satisfactory performance of the terms of this Agreement. The foregoing dollar amount includes Thirty-Seven Thousand Seven Hundred Sixty-Three Dollars (\$37,763) added as part of this FIRST Amendment to the Agreement. Contractor shall expend funds during the period April 1, 2009 through September 30, 2009, ONLY for activities related

to the program services and closeout activities as described in Section 2 and Section 5 of this Amendment, and in accordance with City approved Budget Summary /Expenditure Plan. A copy of the Budget Summary/ Expenditure Plan is attached and incorporated by this reference as Attachment B.

The following compensation is the total of the planned expenditures for the period(s) indicated, as set forth by the City approved Budget Summary/ Expenditure Plan with funding schedule as follows:

Funding Period	Funding Amount
4/01/2008 to 3/31/2009 Savings from this period cannot be expended after 3/31/09	\$75,526
4/1/2009 to 9/30/2009 Funds for this period cannot be used for expenditures incurred before 4/1/09	\$37,763
Total:	\$113,289

Contractor's authority to expend such funds shall be for specific time periods as set forth in this Agreement. Contractor's right to receive compensation is conditioned upon compliance with the City's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement.

This amendment adds an additional Thirty-Seven Thousand Seven Hundred Sixty-Three Dollars (\$37,763) for a new total of One Hundred Thirteen Thousand Two Hundred Eighty-Nine Dollars (\$113,289). The added funds are allocated from the following sources:

Community Development Block Grant – Public Services	\$3,519
Community Development Block Grant – Community Based Development Organization	\$ 0
<u>Community Services Block Grant</u>	<u>\$34,244</u>
Total Funding	\$37,763

§4. Amend Section 301A, Compensation, by adding the following:

9. Contractor is not required to provide non-federal matching funds for the period April 1, 2009 through September 30, 2009.

§5. Amend the detailed Scope of Work in the Budget Summary/Expenditure/Work Plan to add services and a six (6) month budget for the period April 1, 2009 through September 30, 2009. Modify the twelve (12) month Work Plan to an eighteen (18) month Work Plan for the period of April 1, 2008 through September 30, 2009. The Budget Summary/Expenditure/Work Plan may be amended by written agreement of the parties. A copy of the Work Plan is attached and incorporated by this reference as Attachment A.

§6. Amend Section 514, Compliance with State and Federal Statutes and Regulations, by adding the requirements of compliance with the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act (ADAAA) Pub. L. 110-325 and all subsequent amendments in Subsection A, Statutes and Regulations Applicable To All Grant Contracts as follows:

- A. Delete Subsection A, Part 3, Americans with Disabilities Act, in its entirety and replace it with the following:

### 3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42, USC §§ 12101 *et seq.*, and its implementing regulations and the Americans with Disabilities Act Amendments Act (ADAAA) Pub. L. 110-325 and all subsequent amendments. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act (ADAAA) Pub. L. 110-325 and all subsequent amendments. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Contract, to the extent allowed hereunder shall be subject to the provisions of this paragraph.

B. Amend Subsection A, Part 9, Civil Rights, by adding a subpart (m) as follows:

"and (m) the Americans with Disabilities Act, 42 USC §§12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L. 110-325."

- §7. Amend §609 Confidentiality of Information by adding the requirements contained in State Administrative Manual, Management Memo Number MM 08-11 dated November 6, 2008, detailing SAFE GUARDING AGAINST AND RESPONDING TO A BREACH OF SECURITY INVOLVING PERSONAL INFORMATION. A copy of MM 08-11 is attached and incorporated by this reference as Attachment C.
- §8. Amend §622 Administrative Hearing for Denial of Client Benefits by Contractor to include the CDD Directive Due Process Rights for Applicants /Clients Denied Services, number 09-03 dated October 1, 2008.
- §9. Except as herein amended, all terms and conditions of the Agreement, including all certifications and exhibits previously executed, shall remain in full force and effect in the time periods specified therein.
- §10. This Amendment is executed in two (2) duplicate originals, each of which is deemed to be an original. This Amendment includes six (6) pages and three attachments, which constitute the entire understanding and agreement of the parties.

### Attachments

Attachment A	Work Plan
Attachment B	Budget Summary/ Expenditure Plan
Attachment C	Management Memo Number MM 08-11



IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:  
ROCKARD J. DELGADILLO, City Attorney

Executed this 3<sup>rd</sup> day of JUNE, 2009

By *Antonio M. Soto*  
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

Date June 8, 2009

RICHARD L. BENBOW  
General Manager  
Community Development Department

ATTEST:

JUNE LAGMAY, City Clerk



By: *Sharon H. Morris*  
SHARON H. MORRIS  
Assistant General Manager

By *Vera Mendez*  
Deputy City Clerk

Executed this 27<sup>th</sup> day of May, 2009

Date 6-9-09

For: PARA LOS NINOS  
A California nonprofit corporation

(Contractor's Corporate Seal)



By: *Chisselle Acevedo*  
Print Name: Chisselle Acevedo  
Title: President / CEO

By: *Dr. Maria Garay*  
Print Name: Maria Garay, MSW, PhD  
Title: V.P. / COO

City Business License Number: 345966-03  
Internal Revenue Service Number: 953443276  
Council File/CAO File Number: 09-0372, Date of Approval: April 27, 2009  
Said Agreement is Number 113870 of City Contracts, Amendment Number One ✓



**ATTACHMENT A**  
**WORK PLAN**

**WORK PLAN  
NEIGHBORHOOD ACTION PROGRAM  
PARA LOS NINOS**

**Neighborhood Action Program**

**Agreement No. 113870, Amendment No. One**

**For the Period April 1, 2008 – September 30, 2009**

Services To Be Provided by the Contractor

The Contractor, **PARA LOS NINOS**, shall provide human services to the residents of the City of Los Angeles. The Neighborhood Action Program (NAP) offers social, supportive and advocacy services that target community needs and assist targeted populations, particularly youth. The program's objective is to assist lower-income residents in achieving personal and economic growth as they move toward self-sufficiency.

The Contractor shall comply with all City directives, information bulletins, notices, and/or other written communications regarding the Human Services Program, and shall operate and manage the Neighborhood Action Program in accordance with applicable government codes, regulations and directives as defined in this Agreement, including, but not limited to, the following:

<u>Subsection</u>	<u>Page</u>
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#### A. Funding Eligibility

Contractor shall provide the following to remain eligible for funding under this Agreement:

1. Assure that the facility and project have bilingual capability (English/Spanish and/or English/other language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project clients fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-call) or in the form of volunteer help. Contractor shall provide a written policy directive to CDD detailing its method of providing bilingual assistance to its clients.
2. Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the agency and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports requests for payment and training. The Administrative Liaison for this Agreement is:

Lisa Marin, Director of Family Services  
500 Lucas Avenue  
Los Angeles, California 90017  
Telephone: (213) 413-1466, Extension 38  
Fax: (213) 632-1299  
Email Address: [lmarin@paralosninos.org](mailto:lmarin@paralosninos.org)

The Contractor shall provide written notice to the City within ten (10) calendar days of any change to the Administrative Liaison information.

#### B. Client Eligibility

1. During the term of this Agreement, approximately one hundred percent (100%) of the total persons served shall reside in Community Improvement Planning Area(s) (CIPA) #2. Service area maps, attached to the original Agreement, show maps of the City of Los Angeles by Community Improvement Planning Areas (CIPA)

2. City-Funded CDBG/CSBG Contractors

Of the total persons served in the Human Services Delivery System, the percent of the total who shall meet the poverty guidelines as defined by Title 45 Code of Federal Regulations (CFR) Subpart 1060.2, CSA Poverty Income Guidelines shall be thirty percent (30%), and seventy percent (70%) of the total shall be very low or low income as defined by Title 24 CFR Section 570.3.

3. The Contractor shall document the status of potential clients as to their residence in the City of Los Angeles and their annual family income. This information shall be maintained in a file and made available for examination in accordance with §602, Maintenance of Records, and §608, Audits and Inspections, of this Agreement.

### C. Unduplicated Clients

A client (i.e., program "participant") is a person receiving services provided through the City-funded program. An unduplicated client is a person who has applied for and is determined to be eligible to receive one or more services, and for whom client intake information is reported only once during the term of funding established under this Agreement. A person not enrolled by the Contractor in a City-funded project, but who indirectly benefits from services provided, is not a client. A parent/guardian may apply for services that only a child receives. In this case, the child is the direct recipient of the services and, therefore, is the client.

The Contractor shall provide services in accordance with the following goal(s) for the number of unduplicated clients. This goal may be further detailed in subsections dealing with specific services to be provided by the Contractor. The Contractor shall document the services provided using reporting forms and format(s) prescribed by the City and in accordance with §601, Reporting Requirements, Subsection B - Program Reporting, of this Agreement.

<u>18 Months' Unduplicated Number of Clients -</u>	<b>National Performance Indicators (NPI)</b>
April 1, 2008 – September 30, 2009	<u>215</u>

### D. Project Description

The Contractor shall provide case management, crisis counseling, emergency food and clothing, transportation vouchers, information and referrals services and other emergency assistance to 215 clients, who reside in the Community Improvement Planning Area (CIPA) Number Two.

### E. Project Locations and Operating Hours

#### Administrative Site

500 South Lucas Avenue  
Los Angeles, CA 90017  
Telephone: (213) 250-4800

#### Days and Hours of Operation

Monday through Friday  
8:00 a.m. – 5:00 p.m.

#### Project Site

Vermont Avenue Child Development Center  
5054 South Vermont Avenue  
Los Angeles, CA 90037  
Telephone: (323) 758-7471

#### Days and Hours of Operation

Monday through Friday  
8:00 a.m. – 5:00 p.m.  
Additional evening or Saturday hours  
are scheduled to accommodate family's  
work hours.

#### F. Project Activities

The Contractor will provide client assessment and comprehensive case management services to fifteen (15) unduplicated clients. The Contractor will conduct a comprehensive assessment of each client's needs. Goals will be established and reviewed on a monthly basis. One of the client goals shall include financial management to include establishing and maintaining a budget for over 90 days.

Child and Family Development goals shall include the improvement of family functioning skills and/or the improvement of infant and children physical health to include adequate nutrition. The scheduled case management services will be contingent upon the needs and preferences of the family.

In addition, the Contractor shall provide 200 clients with emergency assistance, which may include food, clothing, transportation services (bus tokens and taxi vouchers) and/or family support services as need and requested by the clients seeking assistance.

#### G. Project Results

The Contractor shall report to the City the outcome(s) or result(s) of Contractor's services provided to each client, using a reporting format prescribed by the City that specifies national indicators for Community Action performance to denote project accomplishment(s). Results anticipated from the activities/services outlined in Subsection G - Project Activities are listed in the following pages of a chart titled Goals and National Performance Indicators (NPI) and Measures for Family Development Network (FDN) and Neighborhood Action Program (NAP) Contractors.

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**GOALS AND NATIONAL PERFORMANCE INDICATORS (NPI) AND  
MEASURES FOR FAMILY DEVELOPMENT NETWORK (FDN)  
AND NEIGHBORHOOD ACTION PROGRAM (NAP) CONTRACTORS**

<u>NPI / #</u>	<u>NPI Measures</u>	Lead Agency Name: Para Los Ninos			
Contract #: 113870					
Goal 1: Low-income people become more self-sufficient.					
1.1 Employment	The number of low-income clients in FDN/NAP programs or activities who get a job or become self-employed as measured by <u>one or more</u> of the following:	Number of Clients Projected to be Served for Contract Period	Total # of Clients Enrolled in Program in Reporting Period	Number of Clients Expected to Achieve Outcome in Contract Period	Number of Clients Achieving Outcome In Reporting Period
	A. Unemployed and obtained a job				
	B. Employed and obtained an increase in employment income				
	C. Achieved "living wage" employment and benefits				
1.2 Employment Supports	The number of low-income clients for whom barriers to initial or continuous employment are reduced or eliminated through assistance from FDNs/NAPs as measured by <u>one or more</u> of the following:	Number of Clients Projected to be Served for Contract Period	Total # of Clients Enrolled in Program in Reporting Period	Number of Clients Expected to Achieve Outcome in Contract Period	Number of Clients Achieving Outcome In Reporting Period
	A. Obtained pre-employment skills/competencies required for employment <b>and</b> received training program certificate or diploma				
	B. Completed ABE/GED <b>and</b> received certificate or diploma				
	C. Completed post-secondary education program <b>and</b> obtained certificate or diploma				
	D. Enrolled children in "before" or "after" school programs in order to acquire or maintain employment				
	E. Obtained care for child or other dependent in order to acquire or maintain employment				
	F. Obtained access to reliable [routine] transportation and/or driver's license in order to acquire or maintain employment				
	G. Obtained health care services for themselves or a family member in support of employment stability				
	H. Obtained safe and affordable housing support of employment stability				
	I. Obtained food assistance in support of employment stability				



<b><i>NPI / #</i></b>	<b><i>NPI Measures</i></b>					
<b>1.3 Economic Asset Enhancement and Utilization</b>	The number of low-income clients that achieve an increase in financial assets and/or financial skills as a result of FDN/NAP assistance, and the total amount of those assets and resources for all clients achieving the outcome, as measured by <u>one or more of</u> the following:	Number of Clients Projected to be Served for Contract Period	Total # of Clients Enrolled in Program in Reporting Period	Number of Clients Expected to Achieve Outcome in Contract Period	Number of Clients Achieving Outcome In Reporting Period	Total Dollar Amounts (Payments, Credits or Savings) Expected During Contract Period
	<b>ENHANCEMENT</b>					
	1. Number of clients in tax preparation programs who identify any type of Federal or State tax credit <b>and</b> the total dollar amount of credits					
	2. Number of clients who obtained court-ordered child support payments <b>and</b> the expected annual total dollar amount of payments					
	3. Number of clients enrolled in telephone lifeline and/or energy discount programs with the assistance of the FDN/NAP agency <b>and</b> the expected total dollar amount of savings					
	<b>UTILIZATION</b>					
	1. Number of clients demonstrating ability to complete and maintain a budget for over 90 days	<b>15</b>		<b>10</b>		
	2. Number of clients opening an Individual Development Account (IDA) or other <u>savings account</u> and increased savings, <b>and</b> the total amount of savings					
	3. Of clients in a(n) FDN/NAP asset development program (IDA and others):					
	a. Number capitalizing a small business due to accumulated savings					
	b. Number pursuing post-secondary education due to savings					
	c. Number purchasing a home due to accumulated savings					

<u>NPI/#</u>	<u>NPI Measures</u>			
<b>Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.</b>				
<b>6.1 Independent Living</b>	The number of vulnerable clients receiving services from FDN/NAP programs or activities that maintain an independent living situation as a result of those services:	Number of Clients Projected to be Served for Contract Period		Number of Vulnerable Clients Living Independently
	A. Senior Citizens			
	B. Individuals with Disabilities (Note: Relates to <u>Adults</u> only)			
<b>6.2 Emergency Assistance</b>	The number of low-income households served by FDNs/NAPs that sought and was provided emergency assistance, including such services as:	Number of Households Projected to be Served for Contract Period	Number of Households Seeking Assistance	Number of Households Receiving Assistance
	A. Food	<b>200</b>		
	B. Emergency Fuel/Energy Bills (LIHEAP)			
	C. Temporary Shelter			
	D. Emergency Medical Care			
	E. Protection from Violence			
	F. Legal Assistance			
	G. Transportation	<b>200</b>		
	H. Disaster Relief			
	I. Basic Need Goods – Clothing, Diapers	<b>200</b>		
	J. Crisis Counseling			
	K. Public Safety			
	1. OTS – Traffic Safety Class			
	2. OTS – Child Safety Seat Distributed			
	3. OTS – Driver Education Course			
	4. OTS – Behind the Wheel Training			

<b><u>NPI / #</u></b>	<b><u>NPI Measures</u></b>				
<b>6.3 Child and Family Development</b>	The number of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals.	Number of Clients Projected to be Served for Contract Period	Total # of Clients Enrolled in Program in Reporting Period	Number of Clients Expected to Achieve Outcome in Contract Period	Number of Clients Achieving Outcome In Reporting Period
	<b>INFANTS &amp; CHILDREN</b>				
	A. Infants and children obtain age appropriate immunizations, medical and/or dental care				
	B. Infant and child health and physical development are improved as a result of adequate nutrition				
	C. Children participate in pre-school activities to develop school readiness skills				
	D. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade				
	E. Infants or children with disabilities whose cognitive, emotional, linguistic, physical and/or motor skills are improved				
	<b>YOUTH</b>				
	A. Youth improve physical health and development				
	B. Youth improve social/emotional development				
	C. Youth avoid risk-taking behavior for a defined period of time				
	D. Youth have reduced involvement with criminal justice system				
	E. Youth increase academic, athletic or social skills for school success by participating in before or after school programs				
	F. Youth with disabilities improve their social, emotional, physical and/or academic skills				
	G. Youth improve their money management skills				
	<b>PARENTS &amp; OTHER ADULTS</b>				
	A. Parents and other adults learn and exhibit improved parenting skills				
	B. Parents and other adults learn and exhibit improved family functioning skills	<b>15</b>		<b>10</b>	
	C. Parents and other adults improve physical and mental health.				

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#### H. Reporting of Project Activities/Results

In accordance with §601, Reporting Requirements, the Contractor shall report to the City such numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic Integrated Services Information System (ISIS) prescribed by the City for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule attached hereto as Attachment A-1.

#### I. Community Linkages

The Contractor shall maintain linkages with other community-based organizations, social services agencies, schools, law enforcement agencies, community volunteers and similar groups as appropriate to meet the objectives of this Agreement. Among the community resources the Contractor will utilize to support or enhance its efforts in carrying out this project are the following:

<u>Organizations</u>	<u>Services Available</u>
County of Los Angeles, Health Department 313 W. Figueroa Street Los Angeles, CA 90012 Telephone: (800) 427-8700	Medical Services
People Coordinated Services 4429 S. Figueroa Street Los Angeles, CA 90047 Telephone: (323) 846-1560	Medical Services

City of Los Angeles Family Development Network and Neighborhood Action Program agencies shall collaborate with the following organizations identified by the State of California to provide energy-related information and services to eligible households through the Low Income Home Energy Assistance Program (LIHEAP):

#### LIHEAP SERVICE PROVIDERS

##### 1) Community Enhancement Services (CES)

Renee Barrett, HEAP Manager  
16733 Schoenborn Street  
North Hills, CA 91343  
Tel: (818) 891-4148  
Fax: (818) 894-1329  
E-mail: [cesmnca2@yahoo.com](mailto:cesmnca2@yahoo.com)  
URL Address: [www.cesinla.com](http://www.cesinla.com)

Serves San Fernando Valley, Hollywood, and western Los Angeles City and County areas (including San Fernando, Burbank, Glendale, West Hollywood, Beverly Hills, Culver City, Santa Monica and Marina Del Rey).

- 2) Maravilla Foundation (MARA)  
Edward Ocampo, Chief of Finance  
5729 E. Union Pacific  
Commerce, CA 90022  
Tel: (323) 869-4504  
Fax: (323) 278-7788  
E-mail: [edward@maravilla.org](mailto:edward@maravilla.org)  
URL Address: [www.maravilla.org](http://www.maravilla.org)

Serves eastern Los Angeles City and County areas.

- 3) Pacific Asian Consortium in Employment (PACE)  
Kris Ankney, Program Manager, HEAP Program  
1055 Wilshire Blvd., Suite 900-E  
Los Angeles, CA 90017  
Tel: (213) 989-3249  
Fax: (213) 353-1224  
E-mail: [kankney@pacela.org](mailto:kankney@pacela.org)  
URL Address: [www.pacela.org](http://www.pacela.org)

Lin Vong, Program Manager, Weatherization Program  
1055 Wilshire Blvd., Suite 900-E  
Los Angeles, CA 90017  
Tel: (213) 989-3278  
Fax: (213) 353-1224  
E-mail: [Lvong@pacela.org](mailto:Lvong@pacela.org)  
URL Address: [www.pacela.org](http://www.pacela.org)

Serves central Los Angeles and County areas.

Such collaboration shall be through information and referral activities. In order to document the collaboration with LIHEAP service providers, the Contractor should maintain at a minimum, a log or other acceptable documentation that records:

- a. The name of each client and the date referred;
- b. Actions taken to follow up that the client made contact with the LIHEAP service provider and the results;
- c. All LIHEAP training or outreach sessions attended.

All information and data supporting the collaboration with LIHEAP organizations should be available for review by CDD staff, in accordance with applicable provisions on Reports, Records and Audits, for City Agreements.

J. Attendance at City Meetings and/or Training Sessions

The Contractor shall be required to attend all meetings and/or training sessions identified as mandatory by the City. The Contractor may be excused from attendance only with prior written consent of the City.

Attachment A-1 Reporting Schedule

Attachment A-2 National Performance Indicators (NPIs) Measurements/Documentation



**ATTACHMENT A-1**  
**REPORTING SCHEDULE**

**PROGRAM YEAR 2008-2009 REPORTING SCHEDULE  
APRIL 1, 2008 THROUGH SEPTEMBER 30, 2009**

**CITY OF LOS ANGELES  
HUMAN SERVICES DELIVERY SYSTEM (HSDS) CONTRACTORS  
and  
HUMAN SERVICES PROGRAM CONTRACTORS**

<b>Month &amp; Year</b>	<b>Reporting Period PY 2008-2009</b>	<b>Cut-off Date for Data Collection PY 2008-2009</b>	<b>ENTER ALL CLIENT DATA (INCLUDING THE MONTHLY NARRATIVE REPORT) INTO THE ISIS* BY:</b>
<b>APR 08</b>	April 1, <u>2008</u> – April 30, <u>2008</u>	April 30	May 5, 2008
<b>MAY 08</b>	May 1 – May 31	May 31	June 5, 2008
<b>JUN 08</b>	June 1 - June 30	June 30	July 7, 2008
<b>JUL 08</b>	July 1 – July 31	July 31	August 5, 2008
<b>AUG 08</b>	August 1 – August 31	August 31	September 5, 2008
<b>SEP 08</b>	September 1- September 30	September 30	October 6, 2008
<b>OCT 08</b>	October 1 – October 31	October 31	November 5, 2008
<b>NOV 08</b>	November 1 - November 30	November 30	December 5, 2008
<b>DEC 08</b>	December 1 – December 31	December 31	January 5, 2009
<b>JAN 09</b>	January 1, <u>2009</u> - January 31, <u>2009</u>	January 31	February 5, 2009
<b>FEB 09</b>	February 1 - February 28	February 28	March 5, 2009
<b>MAR 09</b>	March 1 – March 31	March 31	April 6, 2009
<b>APR 09</b>	April 1, 2009 – April 30, 2009	April 30	May 5, 2009
<b>MAY 09</b>	May 1 – May 31	May 31	June 5, 2009
<b>JUN 09</b>	June 1 - June 30	June 30	July 6, 2009
<b>JUL 09</b>	July 1 – July 31	July 31	August 5, 2009
<b>AUG 09</b>	August 1 – August 31	August 31	September 8, 2009
<b>SEP 09</b>	September 1 – November 30	September 30	October 5, 2009

\*ISIS = Integrated Services Information System

Other ISIS-generated reports must be available upon request by CDD.

**Mail or Deliver ONE COPY each of the following items to EACH of the following persons (2 copies total):**  
(Please refrain from transmitting lengthy documents to CDD by fax. Your planning ahead is appreciated.)

- Calendar of events
- Newspaper clippings, articles

- Photographs of activities/events
- Any other program related items

Manny Chavez, Director  
Human Services and Family Development Division  
Community Development Department  
1200 W 7th Street, 6th Floor  
Los Angeles, CA 90017

AND

Attn: Cecilia Galvez, Program Analyst  
Human Services and Family Development Division  
Community Development Department  
1200 W 7th Street, 6th Floor  
Los Angeles, CA 90017

## **ATTACHMENT A-2**

### **NATIONAL PERFORMANCE INDICATORS (NPIs) MEASUREMENTS/DOCUMENTATION**

## NATIONAL PERFORMANCE INDICATORS (NPI) MEASUREMENTS/INDICATORS

Contractor (Lead Agency) Legal Name: Para Los Niños  
Agreement No.: 113870, Amendment No. One

NPI (except) 6.2 Emergency Assistance	How will success be defined for this NPI? How will it be measured?	What documentation will in the client's file to verify success:
<b>1.3 Economic Enhancement and Utilization</b> Utilization – Number of clients demonstrating ability to complete and maintain a budget for over 90 days.	Success will be defined by the client/family's ability to develop a budget and the ability to stay within its guidelines as determined by the case manager.	<ul style="list-style-type: none"> <li>• Para Los Niños's budget worksheet</li> <li>• Case manager's progress notes</li> <li>• Family Assessment Form (Financial Conditions) indicators will be compared at pre and post intervals.</li> </ul>
<b>6.2 Emergency Assistance</b> A. Food B. Transportation C. Basic Needs – Clothing	Not Applicable	Not Applicable
<b>6.3 Child and Family Development</b> Parents and Other Adults A. Parents and other adults learn and exhibit improved family functioning skills.	Success will be defined by the client/family's improved parenting skills and improved family functioning skills as determined by the case manager.	Case manager's progress notes

**ATTACHMENT B**  
**BUDGET SUMMARY/EXPENDITURE PLAN**





**BUDGET DETAIL**

City of Los Angeles - Community Development Department

Contractor: **Para Los Ninos**  
Agreement No: **113870 AMENDMENT NO. ONE**Project Title: **Neighborhood Action Program**  
(JTPA Only)**ESTIMATED COSTS - BY LINE ITEM**

Cost Classification / Line Item	City Share			Program Income	Non-Fed Matching Share	Total Estimated Costs
	Total	Admin (JTPA Only);	Program			
(1)	(2)	(3)	(4) = (3 + 4)	(5)	(6)	(7) = (2 + 5 + 6)
#1000 - PERSONNEL COSTS						
SALARIES	13,919			0	0	13,919
FRINGE BENEFITS	4,128			0	0	4,128
Subtotal: Personnel Costs	18,047			0	0	18,047
#2000 - OTHER COSTS						
Utilities	1,000					1,000
Alarm and Security	2,600					2,600
Repairs and Maintenance	1,100					1,100
Janitorial Services/Supplies	1,000					1,000
Telephone	780					780
Facility Cost	2,712					2,712
Stationary and Printing	294					294
Supplies	200					200
Program Support	9,850					9,850
Family Fund/Food Vouches	180					180
Subtotal: Other Costs	19,716			0	0	19,716
#2100 - PARTICIPANT RELATED COSTS (JTPA Only)						
PARTICIPANT WAGES						
PARTICIPANT FRINGE BENEFITS						
OJT EMPLOYER REIMBURSEMENTS						
TUITION PAYMENTS						
OTHER PARTICIPANT RELATED COSTS						
Subtotal: Participant Related Costs	0			0	0	0
#2200 - SUBCONTRACTOR(S) COSTS						
Subtotal: Subcontractors Costs	0			0	0	0
#3000 - FURNITURE & EQUIPMENT COSTS						
Subtotal: Furniture & Equipment	0			0	0	0
#4000 - INDIRECT COSTS						
% of						0
#5000 - CAPITAL COSTS						
Subtotal: Capital Costs	0			0	0	0
TOTAL COSTS	37,763			0	0	37,763

# **SCHEDULE OF PERSONNEL**

City of Los Angeles - Community Development Department

Contractor: **Para Los Ninos**  
Agreement No: **113870 AMENDMENT NO. ONE**

Project Title: **Neighborhood Action Program**  
Title: **(JTPA Only)**

Job Title (One Line per Employee) (1)	Monthly Salary (2)	% of Time (3)	No. of Months (4)	TOTAL CITY SHARE (5)	CITY SHARE		PROGRAM INCOME (8)	NON-FED MATCH SHARE (9)	TOTAL  (10) = (5 + 8 + 9)
					Breakdown of City Share (JTPA & WRW Only)				
					Admin (6)	Program (7)			
SALARIES									
1. Supervisor Social Worker	5,065	25.00%	6	7,598					7,598
2. Family Advocate	2,107	50.00%	6	6,321					6,321
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
Subtotal: SALARIES				13,919			0	0	13,919
FRINGE BENEFITS									
FICA			% to Total Salaries						
Health			7.65%	1,065					1,065
SUI			11.67%	1,625					1,625
Workers Compensation			4.80%	668					668
Retirement			1.54%	214					214
Others			4.00%	557					557
			0.00%	0					0
Subtotal: FRINGE BENEFITS			29.66%	4,129			0	0	4,129
TOTAL PERSONNEL COSTS				18,048			0	0	18,048

PERSONNEL ATT (Rev. July 1995), City of LA, Community Development Department, Financial Management Division

cd-budgatt.xls

# SPENDING PLAN WORKSHEET

City of Los Angeles - Community Development Department

Contractor: **Para Los Ninos**

Project: **Neighborhood Action Program**

Agreement No: **113870 AMENDMENT NO. ONE**

Title: **(JTPA Only)**

No.	Cost Classification		April 2009	May 2009	June 2009	July 2009	August 2009	September 2009	
	Name								
1000	Personnel Costs		3,008	3,008	3,008	3,008	3,008	3,008	
2000	Other Costs		3,286	3,286	3,286	3,286	3,286	3,286	
2100	Participant-Related Costs		0	0	0	0	0	0	
2200	Subcontractor(s) Costs		0	0	0	0	0	0	
3000	Furniture & Equipments Costs		0	0	0	0	0	0	
4000	Indirect Costs		0	0	0	0	0	0	
5000	Capital Costs		0	0	0	0	0	0	
Total Plan for the Month			6,294	6,294	6,294	6,294	6,294	6,294	
Total - Cumulative			6,294	12,588	18,882	25,175	31,469	37,763	

No.	Cost Classification								Year Total
	Name								
1000	Personnel Costs								18,047
2000	Other Costs								19,716
2100	Participant-Related Costs								0
2200	Subcontractor(s) Costs								0
3000	Furniture & Equipments Costs								0
4000	Indirect Costs								0
5000	Capital Costs								0
Total Plan for the Month									
Total - Cumulative									37,763

SPENDING PLAN WS (Rev. July 98), City of LA, Community Development Department, Financial Management Division

cb-e-budget.ws3

**ATTACHMENT C**

**Management Memo Number MM 08-11**

# MANAGEMENT MEMO

**SUBJECT:****SAFEGUARDING AGAINST AND RESPONDING TO A BREACH OF SECURITY INVOLVING PERSONAL INFORMATION****NUMBER:****MM 08-11****DATE ISSUED:****NOVEMBER 6, 2008****EXPIRES:****UNTIL RESCINDED****REFERENCES:**

CALIFORNIA INFORMATION PRACTICES ACT OF 1977 (CIVIL CODE SECTIONS 1798 ET. SEQ); STATE ADMINISTRATIVE MANUAL (SAM) SECTIONS 5100 AND 5300 THROUGH 5399

**ISSUING AGENCY:****OFFICE OF INFORMATION SECURITY AND PRIVACY PROTECTION****BACKGROUND AND PURPOSE**

Government Code section 11549.3 charges the Office of Information Security and Privacy Protection (OISPP) with responsibility for the creation, updating, and publishing of information security and privacy policies, standards, and procedures directing state agencies to effectively manage security and risk for information and information technology (as defined).

The purpose of this Management Memo (Memo) is to announce a new policy requirement and procedural directive related to a state agency's response to a breach of security involving personal information. It also serves to reinforce state agency responsibilities under existing law and state policy for safeguarding personal information collected, used, maintained, and/or held in custodianship in conjunction with the administration of state programs and services, and to clarify existing security incident management policies and procedures.

Safeguarding against and preventing security breaches involving personal information is essential to maintaining the public's trust in government. Failure to protect personal information can place people in jeopardy in a variety of ways, including identity theft, damage to reputation, and physical injury.

While ultimate responsibility rests with agency heads, every employee plays a role in the protection of personal information. This Memo should receive the widest possible distribution within state agencies, and each organization and individual must understand their specific responsibilities for implementing and complying with information security and privacy requirements and procedures.

**GENERAL POLICY**

Longstanding policies articulated in State Administrative Manual (SAM) and law, including but not limited to SAM Sections 5100 and 5300 through 5399, and the California Information Practices Act (IPA) of 1977 (Civil Code sections 1798 et seq.), require all state agencies to establish:

- Ongoing data inventory and classification procedures for all records held by the agency. (SAM section 5320.5 and Chapter 1600).
- Administrative, technical, and physical safeguards to appropriately ensure the security (confidentiality, integrity, and availability) of those records and to protect against anticipated threats or hazards that could result in any injury. (SAM sections 5310 and 5325, and Civil Code section 1798.21).
- Rules of conduct for any person involved in the design, development, operation, use, disclosure, maintenance, and destruction of records

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containing personal information. (Management Memo 06-12, SAM sections 5310 and 5325, and Civil Code section 1798.20).

- Ongoing training and instruction to any persons involved in the design, development, operation, use, disclosure, maintenance, and destruction of records containing personal information about the rules and consequences of noncompliance. (SAM section 5325 and Civil Code section 1798.20).
- Encryption of portable computing devices and media that contain confidential, personal and sensitive information. (SAM section 5345.2)
- Use of the American National Standards Institute (ANSI) management information standards and the Federal Information Processing Standards (FIPS) in their information management planning and operations. (SAM section 5100). The ANSI standards are national consensus standards that provide guidance on a variety of issues central to the public and industrial sectors. Under the Information Technology Management Reform Act (Public Law 104-106), the Secretary of Commerce approves standards and guidelines that are developed by the National Institute of Standards and Technology (NIST) for Federal computer systems. These standards and guidelines are issued by NIST as FIPS for use government-wide. NIST develops FIPS when there are compelling Federal government requirements such as for security and interoperability and there are no acceptable industry standards or solutions. Guidance documents and requirements for implementing these standards include, without limitation, those related to the validation of cryptographic modules found in encryption products used for the protection of confidential, personal, or sensitive information.
- A process to ensure individuals are notified when a security breach involving their personal information has occurred. (SAM section 5350.3 and Civil Code section 1798.29).

### PERSONAL INFORMATION DEFINED

The IPA broadly defines personal information in Civil Code section 1798.3 as "any information that is maintained by the agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by or attributed to, the individual."

For purposes of both the legal and state policy breach notification requirements, the subset of personal information as defined in Civil Code section 1798.29, subsections (e) through (f) is used and hereinafter referred to as "notice-triggering" information.

### EXISTING SAFEGUARD REQUIREMENTS

The following are particularly important requirements within the existing legal and policy framework that state agencies should already have implemented to safeguard personal information:

1. Rules and Controls Limiting Access. Agencies must ensure that their access control policies and practices support the principle of "least privilege" and appropriate segregation of duties. Least privilege refers to the granting of employee access to personal information or systems based



on a legitimate business need to access the information in the performance of their job duties (refer to Chapter 16, of NIST SP-800-12, An Introduction to Computer Security). Agencies must also implement controls to detect and deter misuse, unauthorized access, or access that exceeds the limits of an employee's authorized access. For example, an employee may, by virtue of his or her job-related duties, have access to all records in a particular database or system, including records that may be held by the agency about those personally known to him or her (e.g., friends, family members, neighbors, etc.). However, that employee should not access those records unless specifically assigned a job-related duty in support of the processing or handling of such records. Agencies must also employ, to the extent practical, technical controls to automate compliance with these requirements. (SAM sections 5100, 5335.1, 5335.2, 5340, and 20050).

2. Employee Training. Before permitting access to agency information and information systems, agencies must train all employees (including managers and contracted staff) about their privacy and security responsibilities. Supervisors must also be trained about their role and responsibilities for providing day-to-day instruction, training and supervision of staff regarding their obligation to safeguard personal information. Thereafter, agencies must train employees at least once annually to ensure employees continue to understand their responsibilities. Additional or advanced training should also be provided commensurate with increased responsibilities or changes in duties. Both initial and refresher training must cover acceptable rules of behavior and the consequences when rules are not followed. For agencies implementing telecommuting or telework, and other authorized remote access programs, training must include the rules of such programs. (SAM section 5325 and Civil Code section 1798.20).
3. Signed Acknowledgements. Agencies must ensure that all individuals with authorized access to personal information sign an acknowledgement at least once each year to demonstrate both their receipt of the rules and requisite training, as well as their understanding of the consequences for failure to follow the rules. (SAM section 5325).
4. Written Agreements with Third Parties. Agencies must ensure that when personal information is shared with third parties, it is either specifically permitted or required by law and that a written agreement is executed between the parties. The written agreement is to identify the applicable Federal and state laws, as well as all departmental policies, standards, procedures, and security controls that must be implemented and followed by the third party to adequately protect the information. The agreement must also require the third party, and any of its sub-contractors with whom they are authorized to share the data, to share only the minimum personal information necessary, to securely return or destroy the personal information upon expiration of the contract, and to provide immediate notification to the state agency, and to individuals when appropriate, whenever there is a breach of personal information. (SAM sections 5310 and 5320.3, and Civil Code section 1798.19).
5. Encryption. Agencies must encrypt all confidential, personal, or sensitive data on mobile devices or media whenever that type of information is

authorized for use on such devices or media, using only NIST certified cryptographic modules (FIPS 140-2 validated products). (SAM sections 5100 and 5345.2).

6. Review and Reduce Current Personal Information Holdings. Agencies must review current holdings of all records containing personal information and ensure to the maximum extent practical, such holdings are reduced to the minimum necessary for the proper performance of a documented agency function. (Civil Code section 1798.14).
7. Review Current Forms and Other Methods of Personal Information Collection. Agencies must review all current forms, paper, and any other methods (e.g., online or telephony) used to collect personal information, to ensure the specific authority or authorization to collect such information exists, and appropriate notice is included on or with any such forms. (Civil Code section 1798.17).
8. Eliminate Unnecessary Collection and Use. When in the course of such reviews, the collection of personal information is no longer necessary for an authorized business purpose, agencies shall ensure that its collection is discontinued, and that the forms or any other methods used to collect this information are properly retired, revised, or replaced. (Civil Code section 1798.14).
9. Explore Alternatives to the Use of Social Security Numbers. Many recently enacted privacy laws prohibit the use of Social Security numbers as personal identifiers in state systems, or specifically require truncation when they must be used. All state agencies should participate in government-wide efforts to explore alternatives to the use of Social Security numbers as a personal identifier for both recipients of state programs and services, and state employees. (Civil Code sections 1798.14 and 1798.85).
10. Review Internal Controls to Safeguard Personal Information. Agencies must ensure that their risk management practices and ongoing assessments and reviews include evaluations of the adequacy of controls implemented to safeguard personal information held by the agency, and its contractors, and its other custodians with whom data may be shared. Internal controls include "Information Technology" controls, as well as administrative controls. (SAM sections 5305 to 5305.2). Further, in accordance with the California Financial Integrity and State Manager's Accountability Act (FISMA) of 1983 (Government Code Sections 13400 through 13407), "internal accounting and administrative controls are the methods through which reasonable assurances can be given that measures adopted by state agency heads to safeguard assets, check accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed managerial policies are being followed." To ensure the state FISMA requirements are fully complied with, the head of each state agency must conduct an internal review and report on the adequacy of its internal controls by December 31, of each odd numbered year to the Legislature, the State Auditor, the Governor, the Director of the Department of Finance, and the State Library. (SAM section 20060). An agency's review of personal information holdings, personal information collection methods, and internal controls to

## STATE ADMINISTRATIVE MANUAL

safeguard personal information may be completed in conjunction with the agency's biennial FISMA review.

### EXISTING INCIDENT MANAGEMENT AND BREACH RESPONSE REQUIREMENTS

Existing state law and state policy require agencies to carry out the following incident management and breach response responsibilities:

1. Promptly investigate incidents involving the improper dissemination of information, or the loss, damage, or misuse of information assets. Incident management includes the formulation and adoption of an incident management plan that provides for the timely assembly of appropriate staff and their response to, reporting on, and recovery from a variety of incidents. Incident management also includes the application of lessons learned, and the determination of, and implementation of appropriate corrective actions to prevent or mitigate the risk of similar occurrences. (SAM sections 5350 and 8643).
2. Immediately report any security incident, including any breach of personal information as defined by Civil Code Section 1798.3 (includes non notice-triggering personal information) to the California Highway Patrol's Emergency Notification and Tactical Alert Center (ENTAC) at (916) 657-8287. (SAM sections 5350.2 and 8643, and Government Code section 14613.7).
3. Notify individuals when a breach of their personal information was, or is reasonably believed to have been acquired by an unauthorized person. Civil Code section 1798.29, sub-sections (e) through (f) specifically require notification to individuals in breaches of unencrypted computerized personal information of a specified type (which is referred to as "notice-triggering" information). Notice-triggering information includes the first name or first initial and last name in combination with any one or more of the following data elements:
  - a. Social Security number.
  - b. Driver's license number or California Identification Card number.
  - c. Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.
  - d. Medical information (as defined).
  - e. Health insurance information (as defined).

While Civil Code section 1798.29 focuses on computerized data elements, the current state policy requires notification when a breach of an individual's personal information involves these same "notice-triggering" data elements or otherwise exposes individuals to substantial risk of harm, regardless of the data medium. (SAM section 5350.3).

4. Prepare and submit a written follow-up Agency Security Incident Report (SIMM 65C form) to OISPP, within ten (10) business days from the date of initial reporting to ENTAC, that describes what occurred, what steps or actions were taken to mitigate the risk of recurrence, and the cost associated with both the incident and any corrective action. (SAM sections 5350.3 and 5360.1).

## STATE ADMINISTRATIVE MANUAL

### **NEW BREACH RESPONSE REQUIREMENTS AND PROCEDURAL DIRECTIVE**

Effective immediately, any breach notification issued by a state agency, or the agency's contractor or custodian, in conjunction with a breach of state owned information assets must be submitted to OISPP for review and approval prior to its dissemination or release to affected individual(s). This process will help ensure consistency and clarity of notifications, as well as the accuracy of the privacy protection procedures and instructions provided in the notification.

While the decision to notify individuals ultimately rests with agency heads; when a breach occurs, agencies must seek guidance from, and consult with, the OISPP, as well as the agency's Legal Office, Information Security Officer and Privacy Officer/Coordinator regarding the means by which individuals will be notified.

In support of this policy, and to ensure state agencies understand their responsibilities for making notification to individuals affected by a breach, OISPP has also issued a new State Information Management Manual (SIMM) document as a procedural directive, entitled SIMM 65D-Personal Information Breach Notification: Requirements and Decision-Making Criteria for State Agencies. This document outlines the current breach notification requirements; the requirements for developing a protocol for internal notifications; identifies decision making criteria that must be included in a decision making procedure; and, provides a comprehensive checklist and notification templates to assist state agencies with response to a breach of personal information.

### **ROLES AND RESPONSIBILITIES**

All state agencies and their employees, including contractors, state data custodians, and volunteer service workers, are required to adhere to these policies. Furthermore, state agencies are required to acknowledge the extent to which they are meeting these requirements in their Agency Risk Management and Privacy Program Certification, submitted annually to the OISPP. (SAM sections 5300.3, 5315.1, 5320 through 5320.4, and 5360.1).

"Agencies" includes all state agencies, departments, offices, boards, commissions, institutions, and special organizational entities unless otherwise specifically exempted by law or state policy reference. (SAM section 5300.2).

### **SAM AND SIMM UPDATES**

Changes to the SAM will be forthcoming and will appear in the next update of the SAM. To see the substance of this policy change, you may refer to the following described documents on the OISPP Web site at: [www.infosecurity.ca.gov](http://www.infosecurity.ca.gov):

1. Advance Copy of Changes to State Administrative Manual sections 5320.2, 5320.3, 5320.5, 5350, and 5350.4
2. SIMM 65D-Security Breach Involving Personal Information: Requirements and Decision Making Criteria for State Agencies

### **QUESTIONS**

Questions regarding this Memo and related documents may be directed to OISPP at (916) 445-5239 or by email at [Security@oispp.ca.gov](mailto:Security@oispp.ca.gov)

### **SIGNATURE**

Original signed by Michael Saragoza, Undersecretary  
For Rosario Marin, Secretary

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Rosario Marin, Secretary  
State and Consumer Services Agency