

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of JUN 21 2016, 2016, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **TLC Child & Family Services**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Emergency Shelter for children placed by Family and Children's Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
- Appendix A Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
- Addendum A Medi-Cal Data Privacy and Security Agreement

The term of this Agreement shall be from July 1, 2016 through June 30, 2017.

The compensation payable to CONTRACTOR hereunder shall not exceed Six Hundred Ninety Six Thousand Six Dollars (\$696,006) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO  
HEALTH AND HUMAN SERVICES AGENCY:

By: *Jim Chandler*

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

Budgeted:  Yes  No  
Budget Unit: 5010  
Line Item: 86-3133  
Org/Object Code: SDESC  
Grant:  Yes  No  
Grant No.:

COUNTY OF MENDOCINO  
By: *Dan Gjerde*  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS  
Date: JUN 21 2016

ATTEST:  
CARMEL J. ANGELO, Clerk of said Board  
By: *Carmel Angelo*  
Deputy  
Date: JUN 21 2016

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.  
CARMEL J. ANGELO, Clerk of said Board  
By: *Carmel Angelo*  
Deputy  
Date: JUN 21 2016

INSURANCE REVIEW:  
By: *Alan D. Flora*  
ALAN D. FLORA, Risk Manager  
Date: 6/7/16

CONTRACTOR/COMPANY NAME  
By: *James Galsterer*  
Signature  
Printed Name: James Galsterer  
Title: Executive Director  
Date: 6/10/16

NAME AND ADDRESS OF CONTRACTOR:  
TLC Child & Family Services  
PO Box 2079  
Sebastopol, CA 95473

707-823-7300; [jim.galsterer@tlc4kids.org](mailto:jim.galsterer@tlc4kids.org)  
By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:  
APPROVED AS TO FORM:  
KATHARINE L. ELLIOTT, County Counsel  
By: *Katharine Elliott*  
Deputy  
Date: 5/25/16

FISCAL REVIEW:  
By: *Jim Martin*  
Deputy CEO/Fiscal  
Date: \_\_\_\_\_

EXECUTIVE OFFICE REVIEW:  
APPROVAL RECOMMENDED  
By: *Carmel Angelo*  
CARMEL J. ANGELO, Chief Executive Officer  
Date: 6/7/16

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  16-92

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit "C," and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address

of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
HHS Family and Children's Services  
PO Box 839  
Ukiah, CA 95482  
Attn: Kristina Grogan

To CONTRACTOR: TLC Child & Family Services  
PO Box 2079  
Sebastopol, CA 95473  
Attn: James Galsterer

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
  - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo*

*contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four



(4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit "B" hereto, provided that the maximum amount payable to CONTRACTOR for its services as listed in Exhibit A shall not exceed \$696,006 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
  - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
  - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the

CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

#### OVERVIEW

In Mendocino County, the care of children who have been removed from the custody of their parents or guardians under Welfare and Institutions Code Section 300 is the responsibility of the Mendocino County Health and Human Services Agency/Family and Children's Services. Through this contract, TLC Child & Family Services, a licensed Foster Family Agency, will provide emergency shelter care for children from birth to eighteen years of age who are placed in shelter care by Mendocino County Health and Human Services Agency/Family and Children's Services.

For the purpose of this contract, emergency shelter care is defined as the 24-hour, per-day, care of children, for a period of up to thirty days, who are being removed from parental custody because there have been allegations of abuse, neglect, or abandonment, or who are dependents of the Juvenile Court under Welfare and Institutions Code Section 300 and need to be removed immediately from an existing foster or group home placement.

CONTRACTOR shall provide the following services:

1. Provide 3,650 emergency shelter care bed nights per year for children from birth to age eighteen, 10 beds per night.
2. Provide an additional 300 bed nights per year as needed, to be reimbursed at the per-bed-night rate as shown in Exhibit B.
3. Be responsible for providing suitable adult care providers, including foster parents and staff, to ensure adequate and appropriate supervision, and care for the children placed in the emergency shelter program.
4. Provide direct supervision of emergency shelter foster families and of the care provided within the emergency shelter homes.
5. Be responsible for the conduct and discipline of staff and emergency shelter care foster parents, and for replacing inappropriate staff and care providers if necessary.

## EXHIBIT A – PAGE 2

### DEFINITION OF SERVICES

6. Be responsible for developing and preparing care providers and emergency shelter care staff who can care for children with special needs, developmental delays and emotional and/or behavioral problems as defined in number 12 below.
7. Be responsible for developing and preparing care providers to implement a set of daily routines and ways of interacting, which provide reliability and predictability for the children in care.
8. Be responsible for ensuring the consistency and appropriateness of the daily living program in the emergency shelter homes, and for ensuring that the use of respite care providers or a change in staff does not disrupt that consistency.
9. Provide emergency shelter care services in certified emergency shelter care homes as described below:
  - a) A sufficient number of homes to meet the individual needs of the children entering emergency shelter care, so that no more than 2 children shall reside in 1 bedroom unless specific exemption is granted by Community Care Licensing, children who share a bedroom shall be of the same gender, unless both children are under age 5, and provision shall be made for single occupancy of a bedroom as needed;
  - b) A sufficient number of homes, geographically situated within Mendocino County to meet the demand in each region, more than 50% in the more populous inland areas, a minimum of 3 beds in the coastal area;
  - c) Homes certified for 1 to 5 beds, with foster parents who are trained for and prepared to accept ONLY emergency, short-term placements;
  - d) Homes that can accept emergency, short-term placements of sibling groups;
  - e) Two-parent homes with at least one parent in the home full time, or a one parent home with that parent home full time, and no biological children in the home except as approved by the County on a case-by-case basis;
  - f) Homes with foster parents who have experience as foster caregivers, child care providers, group home staff, or have experience in other roles involving the care of children in groups;

## EXHIBIT A – PAGE 3

### DEFINITION OF SERVICES

- g) Homes suitable for the residence of children, that are in compliance with the building codes and zoning requirements for residential housing, meet all fire and safety code requirements, including Community Care Licensing requirements for the “physical plant” of certified foster family agency foster homes, are maintained at all times in excellent condition, and in which all exterior and interior areas are kept clean and free from safety hazards and odor, and any stains and disfigurements are removed promptly, have sufficient storage space for the clothing and belongings of children placed in them, have cooling and heating systems adequate to maintain all living areas between sixty-eight (68) and eighty-five (85) degrees Fahrenheit, have sufficient window area to provide natural light and ventilation as needed, have designated and appropriate exterior and interior areas for recreation, and adequate recreational supplies in good condition available for daily use by the children;
  - h) Homes with appropriate furnishings and adequate space for children to relax, play safely, and do homework in which all furnishings and equipment are maintained in working condition, and repaired or replaced promptly when damaged or worn out;
  - i) Homes with appropriate supplies at all times to care for children birth to age 18, including but not limited to, bottles, diapers and formula. TLC emergency shelter staff or emergency shelter foster parents are responsible for obtaining the necessary items to meet the basic needs of the children placed in emergency shelter care.
10. Provide a local team of emergency shelter staff people including a program director, social workers, shelter case aides and respite/relief workers as shown in Exhibit B and meeting the conditions below:
- a) Shelter social workers shall carry a caseload of no more than 10 children at any given time and provide a minimum of 2 to 4 hours of in-home support per week per child with more support provided based on the needs of the children and shelter foster parents to help ensure placement stabilization, in addition to case management activities;
  - b) Shelter aides shall be available to provide support services such as transportation, child care and recreational activities;
  - c) Shelter social workers and supervisors shall be available 24-hours a day, 7-days per week by telephone and/or pager;

## EXHIBIT A – PAGE 4

### DEFINITION OF SERVICES

- d) Shelter care respite workers, case aides, certified foster parents and employed child care workers shall provide respite care for shelter care foster parents;
  - e) Shelter care social workers, supervisors, respite workers and a network of foster parents shall provide additional back-up support to the emergency shelter foster families.
11. Provide transportation for children placed in emergency shelter care as follows:
- a) Transportation to and from school within a 30 mile radius of the emergency shelter home to enable children to continue attending the school in which they were enrolled at the time of placement, consistent with AB 490;
  - b) Transportation to and from all in-county appointments including transporting children to and from court appearances;
  - c) Transportation of children being placed in the shelter program from the TLC Child & Family Services office in Ukiah to the shelter home where the children are being placed during business hours Mondays through Thursdays, evening hours, Fridays, Saturdays, Sundays and Holidays when requested by COUNTY or designee;
  - d) Transportation of children from the emergency shelter home to the Mendocino County Health and Human Services Agency/Family and Children's Services offices when placement with the TLC Child & Family Services shelter program has been terminated;
  - e) Out-of-county transportation MAY be provided if arranged in advance and agreed to by both parties;
  - f) All vehicles of CONTRACTOR, CONTRACTOR's staff or CONTRACTOR's certified emergency shelter care foster families that are used for transporting children shall be maintained in good working order and shall be kept clean, orderly and odor-free.

#### Exceptions:

- I. Emergency shelter staff and foster families shall not be required to transport children directly to or from biological parents or caretakers;



## EXHIBIT A – PAGE 5

### DEFINITION OF SERVICES

- II. Emergency shelter staff and foster families shall not be required to transport children from a prior placement to the emergency shelter, or from the emergency shelter directly to the next placement.
12. Provide all the elements of care needed by the children placed in emergency shelter care, including children from infancy through adolescence and children with special needs, developmental delays and cognitive, emotional, and behavioral problems. Elements of care include, but are not limited to:
- a) Supervision;
  - b) Hygiene;
  - c) Shelter;
  - d) Recreation;
  - e) Food;
  - f) Discipline;
  - g) Predictable routines of daily living;
  - h) Health Care;
  - i) Supplies, including: diapers, bottles, and sundries.

Special care including, but not limited to:

- j) Provision of temporary educational support;
  - k) Managing emotional and behavioral problems such as impulsivity, aggression, self-harm, running away, sexual misconduct, provocation, and defiance;
  - l) Treating lice and other parasites;
  - m) Administering medication;
  - n) Accommodating developmental delays;
  - o) Managing bed-wetting and encopresis.
13. Ensure that the emergency shelter care providers and staff are trained in the following areas:
- a) Basic care of children in emergency shelter care, including: attentive supervision at all times, unconditional nurturance, recognizing and responding appropriately to distress, setting and appropriately enforcing behavioral expectations and limits, providing developmentally appropriate

## EXHIBIT A – PAGE 6

### DEFINITION OF SERVICES

- socialization, recognizing and appropriately responding to abnormal behavior, providing routine medical care, responding to emergencies;
- b) Specialized training about the safe and appropriate management of sexual misconduct, aggression, violence, defiance, provocation, self-harm, running away, and/or leaving without permission;
  - c) Methods of positive discipline that include rewards for appropriate, constructive, safe and helpful behaviors, and consequences for inappropriate behaviors;
  - d) Discipline methods shall exclude:
    - i. Physical punishment;
    - ii. Deprivation of meals or sleep;
    - iii. Threats;
    - iv. Verbal harshness in the form of mocking, scorn, name-calling, or derision of any kind;
    - v. Any action meant to frighten, harm or demean.
14. Provide training, support, appropriate interventions and/or therapeutic services as emergency shelter care foster parents or staff may require maintaining the proper level of care, to manage problems that arise with the children during care, and to manage personal or relational stress that may arise on the part of the care provider.
15. In the event a child placed in the emergency shelter program demonstrates continued and/or significant aggression, property destruction, or other serious or significant behavioral or mental health concerns, CONTRACTOR will:
- a) Contact law enforcement and/or the Mental Health Crisis Line (1-800-555-5906) for assistance; and
  - b) Contact Mendocino County Health and Human Services Family and Children's Services to alert the COUNTY of the situation.
16. Accept all children from birth to age eighteen (18), when beds are available, who are referred for emergency shelter care by COUNTY with the following exceptions:
- a) Children who pose a risk of significant harm to themselves or others, such that a representative of the Mendocino County Behavioral Health and Recovery Services (Redwood Quality Management Company and/or

## EXHIBIT A – PAGE 7

### DEFINITION OF SERVICES

Integrated Care Management Services) determines they require psychiatric hospitalization;

- b) Children who are medically fragile;
  - c) Children, other than pre-ambulatory infants, who are non-ambulatory;
  - d) Children who require Level 12 care or higher as determined by Mendocino County Health and Human Services Agency/Family and Children's Services and/or the Mendocino County Multi-Disciplinary Team.
17. Accept the following children for emergency shelter care placement on a case-by-case basis, through conferencing between the emergency shelter program director and COUNTY supervisors or managers:
- a) Children who are transitioning from a Level 10-12 group home after having been determined by that program to qualify for a lower level of care, and for whom plans are in progress for a long-term placement;
  - b) Children identified as currently under the influence of alcohol or illicit drugs;
  - c) Children who have been runaways from a shelter home or who have committed significant thievery;
  - d) Children who have hurt other children while in a shelter home despite appropriate supervision and behavioral support services from the shelter foster parents, shelter care staff and/or mental health service providers.
18. Will always take into consideration safety, gender and compatibility when selecting the specific emergency shelter care home in which to place a child.
19. Will always hold a case conference with COUNTY Placement Unit before any change of placement occurs, even if it is an internal placement within the CONTRACTOR; no placement change will occur without the explicit agreement from COUNTY.
20. Not accept referrals from an agency other than the COUNTY.

## EXHIBIT A – PAGE 8

### DEFINITION OF SERVICES

21. Cooperate with mental health screenings conducted by Mendocino County Health and Human Services Agency/ Behavioral Health and Recovery Services staff on all children placed in the shelter program by COUNTY.
  - a) If a child is screened and determined to need a full mental health assessment, CONTRACTOR shall cooperate with the service provider conducting the mental health assessment, as well as with services the child is determined to need including but not limited to, intensive home based services, mental health rehabilitation services and/or therapeutic behavioral services. These services may be provided in the shelter home or at the multi-use TLC facilities as determined by the child's mental health client plan.
  
22. Comply with Welfare and Institutions Code Section 308 and California Code of Regulations Title 22 as follows:
  - a) Inform the COUNTY Social Worker or designee of the telephone number at which the child may be contacted. That telephone number will be provided by the Social Worker to the child's parents or legal guardians and will be used judiciously according to the child's ability to tolerate such contacts as determined by the Family and Children's Services Social Worker;
  - b) Ensure children of any age placed in the emergency shelter program have regular telephone contact with their parents prior to the detention hearing unless that contact would be detrimental to the child as determined by the COUNTY;
  - c) Ensure children of any age placed in the emergency shelter program are able to make and receive confidential telephone calls and send and receive unopened mail unless prohibited by court order. These contacts can, most often, be conducted with greatest efficiency and confidentially at the TLC multi use office.
  
23. Shall not prohibit the COUNTY Social Worker from having direct in-person contact with children placed in the emergency shelter program in their shelter home placement or by telephone. Ideally, contacts would be coordinated with shelter staff to assure the child is present and not attending an activity or appointment.

## EXHIBIT A – PAGE 9

### DEFINITION OF SERVICES

24. Resolve intake disagreements with the COUNTY in the following manner:
  - a) Resolve disagreements whenever possible with the COUNTY on-call or Placement Unit staff person making the referral;
  - b) When that fails, advise COUNTY on-call or Placement Unit staff members to take the matter to their supervisors and/or the COUNTY Placement Supervisor, and coordinate resolution according to the "Next Steps" shown below.
  
25. Maintain records of the children placed in emergency shelter care, including:
  - a) The child's name, age, date of birth, gender, ethnicity;
  - b) The child's apparent medical status, and school enrollment;
  - c) The child's required service appointments, and family contacts;
  - d) The child's clothing and personal property at placement and at exit from placement;
  - e) Any observed medical, emotional or behavioral problems while in the emergency shelter;
  - f) The identity of the COUNTY staff person who placed the child in the emergency shelter;
  - g) The identity of the child's COUNTY case managing social worker;
  - h) The identity of the COUNTY staff person who removed the child from the emergency shelter at discharge.
  
26. Maintain originals and copies of vital documents and reports on file for active and inactive children in confidential and locked file cabinets in the local office of the CONTRACTOR.
  
27. Provide information and consultation to the COUNTY regarding the child's needs as identified in the emergency shelter and the care provided to the child in the emergency shelter.
  
28. Communicate with the COUNTY Placement Unit Supervisor and/or Placement Unit Social Worker immediately whenever a child appears to have an emotional or medical problem which cannot be managed suitably at the shelter, which requires external intervention, or which appears to need further action during the next placement.

## EXHIBIT A – PAGE 10

### DEFINITION OF SERVICES

29. Provide information to the COUNTY Placement Unit Supervisor and/or Placement Unit Social Worker to assist in the completion of placement evaluations for each child.
30. Provide the COUNTY with written incident reports whenever a child in the emergency shelter:
  - a) Is injured;
  - b) Is involved in a crime;
  - c) Engages in aggression, self-harm, sexual misconduct, property destruction, running away, defiance or provocation.
31. Provide the COUNTY with written incident reports whenever an emergency shelter staff person or foster care provider appears to have acted inappropriately with the children.
32. Provide the COUNTY with the following routine written reports:
  - a) The Shelter Assessment Report within 14 – 21 days of placement or as needed for court, mental health assessments, or other multi-agency child conferences;
  - b) Discharge Progress Report when a child has been in the emergency shelter for 2 or more weeks beyond the Shelter Assessment Report, and further emotional, behavioral, or medical developments have occurred.
33. Meet semi-annually with the COUNTY program manager in charge of placement, and COUNTY Placement Unit staff members to evaluate the program and operations of the Emergency Shelter Program.

#### COUNTY shall:

1. At the time of intake, provide the following to CONTRACTOR:
  - a) Forms: Medical Consent, Urgent Care and Placement Agreement;
  - b) At intake, or as soon as practically possible, an emergency supply of prescription medication for any child coming into the shelter on existing, ongoing medications;
  - c) The names of the child's parents who are authorized to have regular telephone contact with the child pending the detention hearing.

## EXHIBIT A – PAGE 11

### DEFINITION OF SERVICES

2. When the information becomes available, provide to CONTRACTOR information about the educational, medical, placement and behavioral history of children placed in the emergency shelter program.
3. Arrange for visitation between children placed in the shelter program and their family members.
4. Notify CONTRACTOR (TLC Child & Family Services shelter staff) 24 hours in advance, when possible, of all court appearances, visitations, requests for interviews by attorneys and CASA (Court Appointed Special Advocates), change of placements and social worker home visits unless an emergency need exists to conduct an unannounced home visit.
5. Out-of-county transportations unless arranged in advance and agreed to by CONTRACTOR.
6. Make shelter training available to new Family and Children's Services staff to facilitate intake procedures and familiarize with shelter functioning.

This is a one year Agreement and CONTRACTOR should make no assumption of continued funding for this purpose at the end of this contract period.

[END OF DEFINITION OF SERVICES]

**EXHIBIT B**

**PAYMENT TERMS**

COUNTY will pay CONTRACTOR as per the following instructions:

<b>ITEM</b>	<b>ANNUAL COST</b>
Annual retainer for 3,650 bed nights (10 beds per night) <ul style="list-style-type: none"><li>• Paid monthly @ \$45,000</li></ul>	\$540,000
Payment for actual beds used @ average of 198 bed nights per month X \$58.30 per bed = \$11,543 per month X 12 months <ul style="list-style-type: none"><li>• Paid as used</li></ul>	\$138,516
Payment for up to 300 additional bed nights per year @ \$58.30 per bed <ul style="list-style-type: none"><li>• Paid as used</li></ul>	\$ 17,490
<b>TOTAL</b>	<b>\$696,006</b>

Submit monthly invoices to:

HHSA Family and Children's Services  
Foster Care Eligibility Supervisor  
PO Box 839  
Ukiah, CA 95482

Payments under this Agreement shall not exceed Six Hundred Ninety Six Thousand Six Dollars (\$696,006) for the term of this Agreement.

[END OF PAYMENT TERMS]



## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D  
**CONTRACTOR ASSURANCE OF COMPLIANCE WITH**  
THE MENDOCINO COUNTY  
HEALTH & HUMAN SERVICES AGENCY  
NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS

---

NAME OF CONTRACTOR: **TLC Child & Family Services**

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) (1), (i), and (j); 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 ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 CONTRACTOR 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, CONTRACTOR 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.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

6/10/16  
PO Box 2079, Sebastopol, CA 95473  
Address of CONTRACTOR

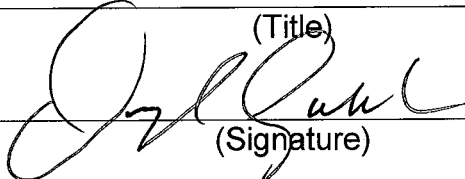
  
CONTRACTOR Signature

**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

James Galsterer  
 \_\_\_\_\_  
 (Type Name)  
 Executive Director

\_\_\_\_\_  
 (Title)  
  
 \_\_\_\_\_  
 (Signature)

TLC Child & Family Services  
 \_\_\_\_\_  
 (Organization Name)  
 PO Box 2079  
 Sebastopol, CA 95473  
 \_\_\_\_\_  
 (Organization Address)

\_\_\_\_\_  
 6/10/16  
 \_\_\_\_\_  
 (Date)

## **Addendum A**

### **Medi-Cal Data Privacy and Security Agreement**

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

### **AGREEMENTS**

**NOW THEREFORE**, County and the Contractor mutually agree as follows:

#### **I. Privacy and Confidentiality**

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

#### **II. Employee Training and Discipline**

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

## **Addendum A – page 2**

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

### **III. Management Oversight and Monitoring**

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

### **IV. Confidentiality Statement**

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

### **V. Physical Security**

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is store
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

## Addendum A – page 3

- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

### VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

## Addendum A – page 4

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

### VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

## **Addendum A – page 5**

### **VIII. Audit Controls**

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

### **IX. Paper Document Controls**

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

### **X. Notification and Investigation of Breaches**

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

### **XI. Assessments and Reviews**

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

### **XII. Assistance in Litigation or Administrative Proceedings**

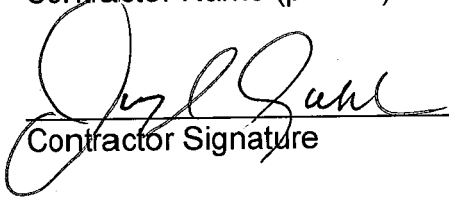
In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.



**Addendum A – page 6**

**Signature Page**

James Galsterer  
Contractor Name (printed)

  
Contractor Signature

Executive Director  
Contractor Title

TLC Child & Family Services  
Contractor's Agency Name

6/10/16  
Date