

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Redwood Community Services, Inc.**, 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 immediate placement services for high-needs youth, emergency support services for social workers during detentions, and stipends for foster homes that are on-call to receive emergency placements; 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, 2018 (the "Effective Date"), and shall continue through June 30, 2019.

The compensation payable to CONTRACTOR hereunder shall not exceed Six Hundred Ten Thousand Three Hundred Twenty Dollars (\$610,320) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *Anne Molgaard*
Anne Molgaard, Acting HHSA Director

Date: 5/18/18

Budgeted: Yes No

Budget Unit: 5010

Line Item: 86-3133

Org/Object Code: SSESC

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: *Dan Hamburg*
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: JUN 20 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Karla Van Hagen*
Deputy

JUN 20 2018

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: *Karla Van Hagen*
Deputy

JUN 20 2018

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management

Date: 5-21-18

CONTRACTOR/COMPANY NAME

By: *Camille Schraeder*
Camille Schraeder, Executive Director

Date: 5/24/18

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.
P.O. Box 2077
Ukiah, CA 95482
707-467-2010
Camille@redwoodcommunityservices.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: *Charlotte Scott*
Deputy

Date: 5-15-18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Janette Row*
Deputy CEO

Date: 5-21-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# 18-115
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

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:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising 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.

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.

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.
- If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.
- In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
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 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.

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
P.O. Box 839
Ukiah, CA 95482
Attn: Jena Conner

To CONTRACTOR: Redwood Community Services, Inc.
P.O. Box 2077
Ukiah, CA 95482
Attn: Camille Schraeder

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, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - 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, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - 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.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from COUNTY in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

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 notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. 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 outlined in Exhibit A shall not exceed \$610,320 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. In the event of a conflict between the body of this

Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

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. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - 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. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT

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.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

- I. GROUP HOME / SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP) LEVEL PLACEMENT SERVICES FOR ASSESSMENT AND STABILIZATION
 - A. Duration: Children may be placed up to 6 months at the Mendocino County Children's Center (MCCC).
 - B. Children to be Served: CONTRACTOR shall provide immediate placement for high needs children for assessment and stabilization services for children who have been referred by the COUNTY, and who:
 1. Have been removed from parental custody because of allegations of abuse, neglect, or abandonment; or
 2. Are dependents of the Juvenile Court under Welfare and Institutions Code Section 300 and must be moved immediately from an existing foster or residential placement;
 3. Have needs that are just below an inpatient health facility level of care; behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by the CONTRACTOR. These include children who:
 - a. Are at risk of placement in a residential facility; or
 - b. Have been terminated from other residential placements; or
 - c. Have displayed behavior which precludes placement in a home-based foster care setting. Examples of such behavior include: being under the influence of alcohol or drugs, running away from home/previous placements, harming self, acting aggressively towards or harming caregivers or other children, displaying sexual aggression toward other children and/or stealing at a significant level.
 4. Meet the criteria identified in Welfare and Institutions Code Sections 4096 and 11462.01 for placement in an STRTP as determined by the COUNTY'S Interagency Placement Committee Multi-Disciplinary Team (IPCMDT)
 - a. Children placed on an emergency basis into MCCC prior to a determination by the IPCMDT will be assessed by a licensed mental health professional within 72 hours of placement to prepare a written determination regarding the level of services and

supervision required in order to meet the child's behavioral or therapeutic needs; and

- b. The IPCMDT shall make a determination regarding the appropriateness of the continued placement at MCCC with the recommendations from the Child and Family Team within 30 days of the emergency placement.
- C. Rejections/Ejections from the facility: Absent an immediate safety issue or risk and compatibility issue with other children placed at the facility, CONTRACTOR shall maintain a "No Reject/No Eject" policy accepting and maintaining children who meet the criteria listed above in A and B. Placement rejections and ejections shall be determined in collaboration with the COUNTY.
- D. Numbers to be Served: CONTRACTOR shall maintain 2,190 bed days per year (beds for up to six children per day) in MCCC.
- E. Services to be Provided to Children: CONTRACTOR shall provide:
 1. All the basic elements of care needed by the children placed including, but not limited to:
 - a. Food.
 - b. Shelter.
 - c. Clothing.
 - d. Health Care.
 - e. Supervision.
 - f. Recreation.
 - g. Discipline.
 - h. Predictable routines of daily living.
 - i. Supplies, including diapers, bottles, and sundries.
 - j. Hygiene.
 2. Specialized care according to the needs of each child, including the following:
 - a. An initial assessment and treatment plan (two to six hours) to determine eligibility for mental health services reimbursable by Medi-Cal.
 - b. Individual and family therapy.
 - c. Group rehabilitation.
 - d. Crisis services.
 - e. Medication management.
 - f. Case management.

- g. Management of emotional and behavioral problems such as impulsivity, aggression, self-harm, running away, sexual misconduct, provocation, and defiance.
 - h. Treatment for lice and other parasites.
 - i. Accommodation for developmental delays.
 - j. Management of enuresis and encopresis
3. Therapeutic services on site through the associated Specialty Mental Health Children's Services program, Children's Therapeutic Services (CTS).
 4. Transportation to and from school for children placed in the emergency shelter who are enrolled in Mendocino County schools as delineated in the MCCC Protocols unless otherwise arranged in advance with the COUNTY and agreed to by both COUNTY and CONTRACTOR.
 5. Independent study on site for children placed at MCCC who are not enrolled in Mendocino County schools, or for whom attendance in the school is not in their best interest, as delineated in the MCCC Protocols.
 6. Transportation to and from all in-county appointments by MCCC staff with the following exceptions:
 - a. Transportation of children directly to biological parents or caretakers.
 - b. Transportation of children from a prior placement to MCCC or from MCCC to the next placement.
 - c. Transportation of children during evening hours or on weekends unless arrangements are made in advance and agreed to by both COUNTY and CONTRACTOR.
 - d. Transportation of children out of Mendocino County unless arrangements are made in advance and agreed to by both COUNTY and CONTRACTOR.

F. Coordination of Services. CONTRACTOR shall:

1. Coordinate with the COUNTY to determine the best on-going mental health service options for each child.
2. Abide by the interagency protocols delineated in the MCCC Protocols as they pertain to CONTRACTOR.

G. Staffing: CONTRACTOR shall:

1. Ensure that care providers are trained and capable of providing adequate and appropriate supervision and care for the children placed in the program.
2. Be responsible for the conduct and discipline of staff and for replacing inappropriate staff if necessary.

3. Ensure that staff caseloads and qualifications meet the requirements of all applicable articles in California Code of Regulations, Title 22, Division 6, Chapter 1 and Chapter 5.
4. Provide a local team of staff in compliance with group home / STRTP regulations.
5. Ensure that the MCCC Program Manager/Social Worker, that person's supervisor, or an appropriate delegate be available 24 hours per day, seven days per week by phone.
6. Ensure that all MCCC staff who work directly with children are trained and utilize methods of positive discipline that include rewards for appropriate, constructive, safe, and helpful behaviors and that include consequences for inappropriate behaviors. Discipline methods shall exclude:
 - a. Physical punishment.
 - b. Deprivation of meals or sleep.
 - c. Threats.
 - d. Verbal harshness such as mocking, scorn, name-calling, or derision of any kind.
 - e. Any action meant to frighten, harm, or demean.
7. Ensure that all MCCC staff who work directly with children be trained and capable in the following additional arenas:
 - a. Trauma-informed care.
 - b. Recognizing and responding appropriately to stress.
 - c. Setting and appropriately enforcing behavioral expectations and limits.
 - d. Providing developmentally appropriate socialization.
 - e. Recognizing and responding appropriately to abnormal behavior.
 - f. Providing routine medical care.
 - g. Responding to emergencies, including mental health and medical emergencies.
 - h. Managing sexual misconduct, aggression, defiance, provocation, self-harm, or running away appropriately.
- H. Physical Plant: CONTRACTOR shall ensure that the physical plant of the MCCC facility meets the requirements of all applicable articles in California Code of Regulations, Title 22, Division 6, Chapters 1 and 5.
- I. Maintenance of Vehicles: CONTRACTOR shall maintain all vehicles used to transport children in good working order, and in clean, orderly and odor-free condition.

J. Record-Keeping: CONTRACTOR shall maintain records of children placed in MCCC, including:

1. Child's name, age, date of birth, gender and ethnicity.
2. Child's apparent medical and school enrollment status.
3. Child's required service appointments and family contacts.
4. Child's clothing and personal property at placement in and exit from the MCCC.
5. Any observed medical, emotional or behavioral problems while living in the MCCC.
6. The identity of the COUNTY staff person who placed the child in the MCCC.
7. The identity of the child's COUNTY case managing social worker.
8. The identity of the COUNTY staff person who removes the child from the MCCC at discharge.
9. Originals and copies of records, other vital documents, and reports on file for active and inactive children will be maintained in locked, confidential file cabinets in the CONTRACTOR'S local business office.

K. Communication and Reporting: CONTRACTOR shall:

1. Provide information and consultation to the COUNTY regarding the child's needs as identified by the MCCC and the care provided to the child in the MCCC.
2. Provide information to the COUNTY Placement Unit Supervisor and/or the Placement Unit Social Worker to assist in the completion of a placement evaluation for each child.
3. 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 MCCC and requires external intervention, or which appears to warrant further action during the child's next placement.
4. Provide the COUNTY with immediate verbal notice followed by written incident reports within 24 hours whenever a child placed at the facility:
 - a. Is injured.
 - b. Is involved in a crime.
 - c. Engages in aggression, self-harm, sexual misconduct, property destruction, running away, defiance or provocation.
5. Provide the COUNTY with written incident reports whenever a MCCC staff person appears to have acted inappropriately with a child placed in the facility.

6. Provide the Health and Human Services Agency (HHSA), Family and Children's Services (FCS) Placement Unit and case carrying social worker with the following routine written reports:
 - a. Assessment Report within 14 days of placement.
 - b. Placement Progress Reports at 3 months and 5 months from the date of placement at MCCC. Each report must include a current assessment of the child's functioning and level of service and supervision needs as well as a discharge plan which will be developed in collaboration with the COUNTY.
- L. Resolution of Disagreements: CONTRACTOR shall resolve intake disagreements with the COUNTY using the following progressive steps:
 - Step 1 - Resolve the issue with the FCS On-Call or Placement Unit staff person making the referral.
 - Step 2 - Resolve the issue with the FCS On-Call Supervisor or the Placement Unit Supervisor.
 - Step 3 - FCS On-Call Supervisor or the Placement Unit Supervisor resolves the issue with the MCCC Program Manager.
 - Step 4 - FCS Program Manager or Deputy Director resolves the issue with the CONTRACTOR's Executive Director.
- M. On-Going Program Evaluation and Improvement: CONTRACTOR shall meet semi-annually with the COUNTY Program Manager in charge of placement and with COUNTY Placement Unit staff members to evaluate the MCCC program and its operation.
- N. In addition to the bed retainer, CONTRACTOR will be paid, upon placement, the State level 10 group home placement rate or the STRTP rate upon conversion of the group home. These rates shall be identified on the child's placement agreement and paid in the same manner as all other group home payments outside of this Agreement.

II. EMERGENCY SUPPORT TEAM

- A. Joint Response to Scene of Detention:
 1. The Redwood Community Services (RCS) Emergency Support Staff (ESS) will be available to provide around the clock emergency assistance to the COUNTY Social Worker.
 2. The ESS will be contacted by the FCS Social Worker when a suspected child abuse/neglect report comes in to the FCS hotline that requires an immediate in-person response.
 3. The FCS Social Worker and the ESS will arrive on-scene to assess the situation. As the FCS Social Worker begins his/her investigation process, the ESS will, at the direction of the FCS Social Worker, make immediate

contact with the child(ren) and any family members present to begin gathering information about relatives and/or other responsible adults who could be considered for placement.

4. If/when it is determined by the FCS Social Worker that the child(ren) will be taken into custody due to safety concerns and/or the parent(s) are not present to care for them, the ESS worker will take custody of the child(ren) and transport the child(ren) to a predetermined RCS location. While at one of the predetermined RCS locations, the ESS will:
 - a. Assess the child(ren) for immediate needs including medical, food and clothing.
 - b. Obtain immediate needs for the child(ren) which may include food, clothing, diapers/formula, personal hygiene items, etc.
 - c. Provide comfort to child(ren) and assess the child(ren)'s emotional state.
 - d. Prepare the child(ren) for foster care, such as explaining what a foster home is, based on the child(ren)'s age/cognitive ability.
 - e. Obtain information from the child(ren) that may support the child(ren) in their transition to foster care such as possessions which are important to them, ways in which they are comforted/soothed, bed times, meal preferences and times, etc.
 - f. Begin developing with the child(ren) the circle of influence in their lives including relatives, friends, teachers, coaches, other important people, etc.
 - g. Obtain medical clearance/treatment for the child(ren) as needed at the request of the FCS Social Worker prior to transporting the child to placement.
 - h. If a relative or non-related extended family member placement is not available, assist the FCS Social Worker with follow up with agencies for placement at the request of the FCS Social Worker including but not limited to RCS and Tapestry to seek emergency foster care options. In the event that a suitable home-like living environment is not available, the ESS worker will contact the MCCC Supervisor for consultation regarding possibility of placing the child(ren) at MCCC temporarily.
 - i. Facilitate the child(ren) having contact with their parent, guardian, or a responsible relative after they have been taken into custody within five (5) hours for all children under the age of 10 and within one (1) hour for children over the age of 10 after detention. The ESS will use a designated cell phone and phone number which will be provided to the parent, guardian, or responsible relative at the time of detention on a business card or over the phone. The parent, guardian, or responsible relative can then call that number to speak

with the child and allow for voice-to-voice contact within the time frame set forth by Welfare and Institutions Code Section 308 and/or "as soon as practical". For young children, the ESS will assist with phone contact by holding the phone for the child so that they may hear their parents'/guardians'/responsible relative's voice and encourage communication and/or vocalizations.

- j. Check in by phone with the FCS Social Worker at least once an hour while awaiting further direction from the FCS Social Worker as to where the child(ren) will be placed.
5. The ESS will transport the child(ren) to the relative/non-related extended family member or foster care placement identified by the FCS Social Worker.
 6. In instances where the FCS Social Worker and ESS respond to a report and the FCS Social Worker determines that it is not necessary to detain the child(ren) at that time, the FCS Social Worker may determine that further assessment of the family's needs and concerns is necessary and/or further monitoring of the family is needed. In such circumstances, the ESS will be prepared to provide support to the parent(s)/ caregiver(s) by having readily available resource materials, literature, and referrals which can be provided to the family for the purpose of linking them to services and programs which can assist them in decreasing the risk factors associated with their involvement with FCS.
- B. Target Population: Children/youth who are detained by FCS.
- C. Staff Training Requirements: CONTRACTOR shall ensure all ESS staff receive training as follows:
1. Emergency response training will be provided by COUNTY to RCS ESS to ensure ESS competency in their ability to work effectively in emergency situations.
 2. Trauma informed care and relative inquiry: CONTRACTOR will provide training to ESS that meets the minimum employee training requirements for all staff working directly with youth and families in the Foster Family Agency. CONTRACTOR will also provide ESS with additional training around Trauma-Informed Care in order to develop the ESS's understanding of the impact of trauma on a child/youth's development/behavior, so the ESS will be better prepared to support child(ren)/youth who may have had previous adverse childhood experience. ESS will address concerns in effort to decrease traumatic aspects commonly associated with the detention process such as losing contact with friends/family, not understanding or being told what is happening or where they are going, etc. CONTRACTOR will also provide the ESS with basic training and skills to ask the child(ren) in an age-appropriate manner about relatives important to the child and who are consistent with the child(ren)'s best interest to obtain information regarding the location of the child(ren)'s

adult relatives and provide this information to the FCS Social Worker by the following business day.

D. Reports: CONTRACTOR will submit reports as follows:

1. ESS is to check in with the FCS Social Worker by phone at least once an hour while children/youth are in the care of the ESS.
2. ESS will provide a written report within the first 24 hours regarding any details shared by the child/youth.
3. ESS will submit a Suspected Child Abuse Report if additional abuse and/or neglect is disclosed by the child/youth.
4. ESS will submit Incident Reports for behavior by the child/youth that is unusual or dangerous to themselves or others (phone call followed by written report).

E. Resources: CONTRACTOR Furnishes:

1. Vehicle with a cleared safety check for the RCS/ESS staff to use to respond with the FCS Social Worker to a detention and transport detained children/youth.
2. Resource material / tool kit for families as appropriate.
3. Assistance in engaging families.
4. A business card for FCS Social Workers to give to parents with the phone number to call the child/youth within the guidelines of Welfare and Institutions Code Section 308. In the event that the parent is still on location when ESS worker appears, the worker will follow a script and provide his/her name and the business card with the phone number to call.

III. EMERGENCY FOSTER CARE HOMES

CONTRACTOR shall provide the following services:

- A. Recruit foster/resource homes to provide emergency placement for children and youth ages 0 to 18 who do not need group home/STRTP level of care, or for whom there is no immediate placement available in a group home or STRTP. Emergency foster care beds retained under this Agreement shall be available only to Mendocino County FCS.
- B. Compensate their foster/resource families willing and able to receive emergency placements who are on-call 24 hours a day, 7 days a week as follows:
 1. Emergency foster parents shall receive the maximum monthly stipend of \$1,500 a month if:
 - a. They are willing to accept and are certified or approved for two (2) or more placements at a time of any age, birth to age 18; AND

- b. They are willing to accept and are certified or approved for teenage placements, ages 13 to 18; OR
 - c. They are willing to accept and are certified or approved for placements of children with emotional, behavioral, mental health difficulties or developmental disabilities for whom an emergency placement in a Short Term Residential Therapeutic Program (STRTP) is not immediately available, or who does not meet the State criteria for placement in an STRTP.
 - 2. Emergency foster parents shall receive the mid-level monthly stipend of \$700 a month if:
 - a. They are willing to accept and are certified or approved for two (2) or more placements at a time BUT
 - b. They are only willing to accept placements of children ages birth to 12 years old; OR
 - c. They are only willing to accept placements of children with no known emotional, behavioral, mental health difficulties or developmental disabilities.
 - 3. Emergency foster parents shall receive the minimum monthly stipend of \$400 a month if:
 - a. They are only willing to accept or are only certified or approved for one (1) placement at a time of any age, birth to age 18; OR
 - b. They are only willing to accept or are only certified or approved for infant placements, age birth to 1 year old; OR
 - c. They are only willing to accept or are only certified or approved for toddler placements, ages 1 to 3.
- C. In addition to the monthly on-call stipend CONTRACTOR shall pay to the emergency foster care parents, CONTRACTOR shall receive, upon placement, the State foster family agency placement rate based on the child's assessed Level of Care. These rates shall be identified on the child's placement agreement and paid in the same manner as all other foster care payments outside of this Agreement.
- D. The identified emergency foster care homes shall be on-call and available 24 hours a day, 7 days a week to be contacted by telephone to receive an emergency placement. CONTRACTOR shall ensure the emergency foster care homes respond to placement inquiries within 15 minutes of being contacted by CONTRACTOR. FCS staff will contact the CONTRACTOR to arrange for emergency placement. CONTRACTOR will then contact the emergency foster care homes and make arrangements for placement.
- E. CONTRACTOR shall develop and prepare emergency foster care families to be trauma-informed and who can provide adequate care for the children placed in emergency foster care, including children with special needs, developmental

delays and emotional and/or behavioral problems. Basic care includes, but is not limited to: supervision; shelter, hygiene; food, recreation; discipline; predictable routines of daily living; health care; and supplies, including: diapers, bottles, and sundries. Special care includes, but is not limited to: provision of temporary educational support; managing emotional and behavioral problems such as impulsivity, aggression, self-harm, running away, sexual misconduct, provocation, and defiance; treating lice and other parasites; administering medication; accommodating developmental delays; and managing bed-wetting and encopresis.

- F. CONTRACTOR'S certified foster or approved resource family homes serving as emergency foster care homes shall be suitable for the residence of children, in compliance with all Community Care Licensing requirements for the "physical plant" of certified foster family agency foster homes or approved resource families, and maintained at all times in suitable condition.
1. Emergency foster care homes must have appropriate supplies at all times to care for children birth to age 18, including but not limited to, bottles, diapers and formula. CONTRACTOR is responsible for ensuring the emergency foster homes have necessary items to meet the basic needs of the children placed in emergency foster care.
 2. Emergency foster care homes shall have at least one (1) bedroom for emergency placements. However, up to two (2) infants may share a bedroom with the foster parents.
 3. No more than four (4) children shall share one (1) bedroom;
 - a. Children who share a bedroom shall be of the same sex or gender identity, unless both children are under age eight (8) or are a minor parent and his or her own child.
 - b. When determining whether children may share a bedroom, the CONTRACTOR and FCS placing social worker shall ensure and document the health and safety of each child and that the children are compatible. Compatibility is determined by consideration of the following:
 - i. The degree of age difference between the children;
 - ii. The developmental levels and needs of each child;
 - iii. The privacy needs of each child and the plans to meet those needs;
 - iv. Each child's history, including sleeping arrangements at home and any factors that may contraindicate sharing a room, if known;
 - v. Any history or suspicion of sexual abuse or sexual exploitation;
 - vi. The supervision plan within the home; and
 - vii. The sleeping patterns of each child.

- G. Ensure that the emergency foster care parents are trained in the following areas:
1. Basic care of children in emergency foster 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 socialization, recognizing and appropriately responding to abnormal behavior, providing routine medical care and responding to emergencies;
 2. Specialized training about the safe and appropriate management of sexual misconduct, aggression, violence, defiance, provocation, self-harm, running away, and/or leaving without permission;
 3. Methods of positive discipline that include rewards for appropriate, constructive, safe and helpful behaviors, and consequences for inappropriate behaviors. Discipline methods shall exclude:
 - a. Physical punishment;
 - b. Deprivation of meals or sleep;
 - c. Threats;
 - d. Verbal harshness in the form of mocking, scorn, name-calling, or derision of any kind;
 - e. Any action meant to frighten, harm or demean.
 4. Appropriate and supportive participation in Child and Family Team (CFT) meetings convened by the COUNTY for children placed in emergency foster care.
- H. CONTRACTOR will provide training, support, appropriate interventions and/or therapeutic services as emergency foster care parents may require to maintain 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.
- I. In the event a child placed in an emergency foster care home demonstrates continued and/or significant aggression, property destruction, or other serious or significant behavioral or mental health concerns, CONTRACTOR and/or emergency foster care parents will:
1. Contact law enforcement and/or the Mental Health Crisis Line (1-855-838-0404) for assistance; and
 2. Contact Mendocino County Health and Human Services Family and Children's Services to alert the COUNTY of the situation.
- J. CONTRACTOR shall provide transportation for children placed in emergency foster care as follows:
1. To and from the child's school of origin if the school is located within a 30-mile radius of the emergency foster home. If the child's school of origin is located more than 30 miles from the emergency foster home, and the emergency foster parents are unable to transport the child, the COUNTY will work with the CONTRACTOR and Mendocino County Office of

Education Foster and Homeless Youth Liaison to arrange alternate transportation, enroll the child immediately in the appropriate school in the emergency foster home's district, or arrange for short term independent study pending determination of the child's more permanent placement.

2. Transportation to and from all in-county appointments including transporting and accompanying children to and from court appearances. If CONTRACTOR is unable to transport a child to an appointment, CONTRACTOR must make arrangements with the COUNTY social worker at least 24 hours in advance so the COUNTY social worker can arrange alternate transportation.
 3. Out-of-county transportation may be provided if arranged in advance and agreed to by the COUNTY and CONTRACTOR;
 4. All vehicles of CONTRACTOR or CONTRACTOR's certified emergency foster/resource families that are used for transporting children shall be maintained in good working order and shall be kept clean and odor-free.
- K. Accept all children from birth to age eighteen (18), when beds are available, who are referred for immediate, emergency placement by the COUNTY.
- L. Will always hold a case conference with the COUNTY Placement Unit before any internal change of placement between emergency foster homes occurs. No placement change will occur without the explicit agreement from the COUNTY.
- M. Comply with Welfare and Institutions Code Section 308 and California Code of Regulations Title 22 as follows:
1. 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 COUNTY Social Worker;
 2. Ensure children of any age placed in emergency foster homes 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;
 3. Ensure children of any age placed in emergency foster homes are able to make and receive confidential telephone calls and send and receive unopened mail unless prohibited by court order.
- N. COUNTY Social Workers shall be permitted to have direct contact with children placed in emergency foster homes in-person and by telephone. Absent an emergency, the COUNTY Social Worker will schedule contacts with foster children in advance with the CONTRACTOR to assure the child is present and not attending an activity or appointment.
- O. CONTRACTOR and emergency foster care/resource parents shall allow COUNTY FCS staff to remove any child placed in emergency foster care pursuant to this Agreement at any time without providing a seven (7) day notice in order to

return the child to a parent or legal guardian, to place the child with a relative or nonrelative extended family member or place the child in a longer-term placement.

- P. 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 emergency foster care home, which requires external intervention, or which appears to need further action during the next placement.
- Q. CONTRACTOR may initiate an emergency assessment of children/youth for mental health needs at the time of placement if deemed appropriate by the COUNTY and CONTRACTOR. CONTRACTOR will contact COUNTY FCS to obtain consent.
- R. During the time a child is placed with the CONTRACTOR in emergency foster care, the CONTRACTOR and emergency foster care parents are mandatory participants in the Child and Family Team (CFT) as specified in the joint California Department of Health Care Services and California Department of Social Services All County Letter No. 16-84 dated October 7, 2016. CFT meetings, which are to include members of the CFT, shall be convened by the COUNTY within the first 60 days of the child's entry to foster care and no less frequently than every six (6) months. CFT meetings are convened to discuss any placement changes for the child, the most appropriate placement for the child, and service needs for the child, including but not limited to, Specialty Mental Health Services and/or psychotropic medications for the child.
 - 1. If a CFT meeting is convened by the COUNTY during the time of a child's placement in emergency foster care with the CONTRACTOR, CONTRACTOR and the emergency foster care parent will participate in the CFT.
 - 2. The COUNTY will work to accommodate the date and time requests of all CFT members when scheduling CFT meetings to enable all CFT members to participate in the CFT meetings in-person.

COUNTY shall:

- A. At the time of initial placement, provide the following to CONTRACTOR:
 - 1. Forms: Medical Consent and Placement Agreement;
 - 2. At the time of initial placement, or as soon as practically possible, an emergency supply of prescription medication for any child coming into emergency foster care on existing, ongoing medications;
 - 3. The names of the child's parents who are authorized to have regular telephone contact with the child pending the detention hearing.
- B. When the information becomes available, provide to CONTRACTOR information about the educational, medical, placement and behavioral history of children placed in emergency foster care.

- C. Arrange for visitation between children placed in emergency foster care and their family members.
- D. Notify CONTRACTOR 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.
- E. Provide out-of-county transportations unless arranged in advance and agreed to by CONTRACTOR.

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

I. COUNTY will pay CONTRACTOR as per the following instructions:

Item	Monthly Cost	Annual Cost
MCCC		
<u>Annual retainer for 2,190 bed days:</u> \$144.37 per bed x 2,190 bed days =	\$26,348	\$316,176
<u>Annual retainer for ESS:</u> Staffing / program operation costs	\$20,012	\$240,144
Total Retainer:	\$46,360	\$556,320
<u>Emergency Foster Home Stipends</u> To be billed as used up to the maximum amount of \$54,000. Monthly invoice must include number of homes that were on-call for the month and the stipend level per home, in addition to the name of each child placed in an emergency foster home and dates of stay per child.		\$54,000
<u>Reimbursement for beds used in MCCC or foster homes:</u> Will be at the CONTRACTOR'S State-Issued facility rate, for MCCC, or the child's assessed Level of Care for foster care placement, and will be paid as all other foster care/residential placements are paid, outside of this Agreement.		
MAXIMUM AMOUNT		\$610,320

II. CONTRACTOR will submit monthly invoices to:

HHSA Family & Children's Services
Foster Care Eligibility Supervisor
P.O. Box 839
Ukiah, CA 95482

Payments under this Agreement shall not exceed Six Hundred Ten Thousand Three Hundred Twenty Dollars (\$610,320) 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. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

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: **Redwood Community Services, Inc.**

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.

5/24/18
Date
P.O. Box 2077, Ukiah, CA 95482
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.

Camille Schraeder

 (Type Name)

Redwood Community Services, Inc.

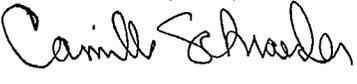
 (Organization Name)

Executive Director

 (Title)

P.O. Box 2077
 Ukiah, CA 95482

 (Organization Address)



 (Signature)

5/24/2018

 (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:

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- 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.

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- 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. 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.

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- 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.

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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 crosscut 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.

Signature Page

Camille Schraeder
Contractor Name (printed)



Contractor Signature

Executive Director
Contractor Title

Redwood Community Services, Inc.
Contractor's Agency Name

5/24/2018
Date