

**Memorandum of Agreement
BETWEEN MENDOCINO COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND
CALIFORNIA TRIBAL TANF PARTNERSHIP (CTTP)**

This Memorandum of Agreement (hereinafter MOA) is made and entered into by and between the Mendocino County Department of Social Services (hereinafter referred to MCDSS) and the California Tribal TANF Partnership (hereinafter referred to CTTP) for the provision of administering Temporary Assistance to Needy Families (TANF) to eligible members of CTTP that reside in Mendocino County.

WHEREAS contingent upon the U.S. Department of Health and Human Services (hereinafter referred to as "HHS") approval, MCDSS will transfer TANF services for the CTTP to a tribal government in accordance with Public Law 104-94 as amended, Chapter 270, Statutes of 1997 (California Assembly Bill Number 1542), as amended and the Welfare and Institutions Code, Section 10553.2, as amended; and

WHEREAS the CTTP is federally recognized, and its Tribal Council is eligible to and is designated as an organization authorized to Contract pursuant to P.L. 93-638 on behalf of the CTTP; and

WHEREAS the CTTP desire to provide a tribal family assistance program (hereinafter referred to as "Tribal TANF") to the CTTP members residing in Mendocino County and have a TANF Plan approved by HHS and have negotiated with the California Department of Social Services (hereinafter referred to as "CDSS") a Memorandum of Understanding; and

WHEREAS MCDSS and CTTP desire a smooth transfer of the provision of such TANF services; and

WHEREAS a process for transitioning CalWORKs and CalWORKs Job Services cases to Tribal TANF has been established (see Attachment A); and

NOW THEREFORE, MCDSS and CTTP do hereby agree to the following provisions:

I. PURPOSE

The purpose of this non-financial agreement is to outline MCDSS and CTTP responsibilities in administering a Tribal TANF program for the CTTP recipients in Mendocino County.

II. TERM

This MOA shall be in effect from October 1, 2022 upon completion of the authorizing signatures and ends June 30, 2023. It will be automatically renewed for successive County fiscal year periods beginning on July 1, 2023, unless terminated as provided herein.

III. GENERAL RESPONSIBILITIES

For qualified Native American Indian families residing in Mendocino County who choose to receive Tribal TANF, the following provisions are agreed to by MCDSS and CTPP:

- A. CTPP will provide Tribal TANF Cash Aid, employment, and supportive services.
- B. MCDSS will provide CalFresh and Medi-Cal for eligible families.
- C. All approved CalWORKs cases to be served by Tribal TANF will be transitioned within ninety (90) days after approval of this Agreement.
- D. CTPP and MCDSS will exchange information as needed to determine eligibility for Tribal TANF, CalWORKs, CalFresh, Medi-Cal, fraud detection and prosecution, and child support enforcement.
 - 1. Verification of Aid requests: MCDSS and CTPP agree to exchange Social Security Numbers, as needed, to prevent duplicate aid and respond to Verification of Aid requests in a timely manner, three (3) business days.
 - 2. CTPP agrees to inform MCDSS sixty (60) days in advance of any planned program changes (e.g., cost-of-living increases) to ensure CalFresh and Medi-Cal program integrity.
 - 3. CTPP agrees to provide a monthly list of Tribal TANF aid amounts paid to Mendocino County recipients.
- E. The federal 60-month time limit applies to both TANF programs; the time aid is received after 1998 in either program counts toward the federal 60-month time limit. Thus, any month in which CalWORKs assistance is received counts toward the Tribal TANF 60-month clock; conversely, any month of Tribal TANF counts toward the CalWORKs 60-month federal and state clocks. Tribal TANF families that live on a Reservation or Rancheria where there is a not-employed rate of 50% or greater are exempt from the 60-month time limit while residing in such a geographic service area. In effect, the 60-month time limit is tolled as long as the Tribal TANF family resides on the reservation having a 50% not-employed rate. Both County and CTPP share equal responsibility in ensuring information about time on aid is tracked and shared. MCDSS must access time limit information from WDTIP/TRAC (Welfare Data Tracking Implementation Project/Tracking Recipients Across California) on behalf of both agencies.
- F. Qualified Native American Indian families can choose to receive Tribal TANF or CalWORKs. However, they cannot receive aid from both programs simultaneously.

- G. Previously imposed or current sanctions are not transferable from one program to another. CalWORKs sanctions will not be applied at the time of a family's transition from CalWORKs to Tribal TANF; conversely, Tribal TANF sanctions will not be applied to families opting to receive CalWORKs. Families sanctioned on both programs must serve the imposed sanctions for each program.
- H. MCDSS and CTPP will appoint a designated liaison(s) to coordinate inquiries; ensure timely responses to time on aid requests and to resolve issues that arise in administering the program. Both MCDSS and CTPP will also ensure alternate staff member(s) to support the liaison positions in the event of unexpected or prolonged absences of the primary liaison(s).
- I. Both agencies will allow reciprocal outreach programs at their respective offices.
- J. MCDSS staff will provide CalFresh and Medi-Cal mail-in applications in the Tribal TANF office.
- K. CTPP will provide Tribal TANF outreach materials in MCDSS offices. Outreach may include: staff education/presentations, and display or distribution of brochures and flyers.
- L. MCDSS will be responsible for fraud investigations on all CalWORKs cases. CTPP will be responsible for fraud investigations on all Tribal TANF cases. Fraud investigations for duplicate aid cases (Tribal TANF and CalWORKs) will be the responsibility of the party issuing the erroneous payment.

IV. FISCAL PROVISIONS

- A. There is no compensation payable to either party in connection with this Agreement.
- B. CTPP is to be funded directly from federal and state sources for the provision of the Tribal TANF family assistance program and employment and supportive services.
- C. MCDSS shall incur no fiscal obligation for any assistance or services under the Tribal TANF program. The recovery or adjustment of any overpayment, underpayment or duplicative assistance will be the responsibility of the party issuing the erroneous payment.
- D. This Agreement is contingent upon the availability of Tribal TANF funds from which funds are distributed then payment will be made.

V. DISPUTES

If a dispute arises from the Agreement involving interpretation, implementation or conflict of policy or procedures, the parties shall meet to resolve the problem within

applicable tribal laws, MCDSS governing policies, state law and federal law. To the extent possible, both parties shall ensure that any dispute will not disrupt the delivery of services or assistance payments to Native American Indian families.

VI. AMENDMENTS

Amendments to this Agreement must be made in writing and may be made only upon the mutual written approval of CTTP and the Director of MCDSS and its counsel.

VII. INDEPENDENT CAPACITY

- A. It is understood that MCDSS and CTTP are independent agencies, and that no employer-employee relationship exists between the parties hereto.
- B. CTTP assumes exclusively the responsibility for CTTP actions and the actions of CTTP employees, agents and subcontractors as they relate to services to be provided during the course and scope of this Agreement.
- C. MCDSS assumes exclusively the responsibility for MCDSS actions and the actions of MCDSS employees, agents and subcontractors as they relate to services to be provided during the course and scope of this Agreement.

VIII. CONFIDENTIALITY

Both parties agree to comply with and require their officers, employees, agents, volunteers, contractors and subcontractors to comply with all federal and state confidentiality requirements, including the provisions of Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 to assure that:

- A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purposes of this Agreement. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.
- B. Both parties agree to inform all of their officers, employees, agents, volunteers, contractors and subcontractors of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

IX. TERMINATION

This Agreement may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice.

Written notice of termination or amendment pursuant to this Agreement shall be given by one party to the other, shall be in writing, and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United State Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice in writing to the other party.

TO Mendocino County Department of Social Services:

Mendocino County Department of Social Services
Employment and Family Assistance Services
P. O. Box 8508
Ukiah, CA 95482
Attn: Rachel Ebel-Elliot

TO California Tribal TANF Partnership:

California Tribal TANF Partnership
991 Parallel Dr. Suite B
Lakeport, CA 95453
Attn: Zachary Ray

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed superseded by this Agreement. This Agreement is not intended to and shall not be construed to create the relationship of agent, officer, employee, partnership, joint venture, or association between MCDSS and CTPP. No verbal commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of this Agreement. The attachments for the Agreement are as follows: Attachment A, Procedures; Attachment B, CDSS Letter; Attachment C, CTPP Letter; and Addendum A, Medi-Cal Data Privacy and Security Agreement.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery
Bekkie Emery, Social Services Director

Date: Oct. 19, 2022

Budgeted: N/A

CONTRACTOR/COMPANY NAME

By: Beniakem Cromwell
Beniakem Cromwell, Chairman

Date: 10/11/2022

NAME AND ADDRESS OF CONTRACTOR:

California Tribal TANF Partnership
991 Parallel Dr. Suite B
Lakeport, CA 95453

COUNTY OF MENDOCINO

By: TW
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 12/06/2022

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 12/06/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 12/06/2022

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 09/19/2022

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:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

Date: 09/19/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Nara Per
Deputy CEO or Designee

Date: 09/19/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

ATTACHMENT A

PROCEDURES

I. MCDSS will provide the following services:

A. Ongoing CalWORKs Cases

1. For qualified CTPP tribal member CalWORKs families who choose Tribal TANF and sign an appropriate transfer agreement and consent form, MCDSS will:
 - a. Ensure there is no break in aid or supportive services in discontinuing CalWORKs cases, coordinating the termination date with the effective date of Tribal TANF approval.
 - b. Continue Medi-Cal and CalFresh benefits; recalculate CalFresh benefits, if necessary.
 - c. Consult with CTPP staff on a case-by-case basis to arrange continuation of Welfare to Work activity. When CalWORKs is discontinued, MCDSS will stop all employment and supportive services and other direct assistance or service funded by the CalWORKs Single Allocation, the CalWORKs Mental Health Allocation, and the CalWORKs Substance Abuse Allocation, ensuring that all payments to which the individual is eligible have been issued.
 - d. Provide, to CTPP field office, MCDSS records needed to determine eligibility for Tribal TANF (e.g., Social Security Number, birth records, immunization records, school attendance records, proof of Unemployment Benefits (UIB) application/denial, proof of current income/property, childcare status, employment service history, time on aid and any other pertinent information).

B. CalWORKs Applications

1. For applicants self-declaring to be tribal members residing in Mendocino County, provide written information about Tribal TANF, offering the option of receiving Tribal TANF and obtaining the applicant's choice in writing.

II. CTPP will provide the following services:

- A. CTPP will provide staff to coordinate CalWORKs discontinuance/Tribal TANF approval dates and to liaison with MCDSS and Tribal TANF offices to address grant amounts, Tribal TANF denials and other issues that arise.
- B. CTPP will coordinate with MCDSS the beginning date of Tribal TANF, allowing time for ten-day notice of discontinuance of CalWORKs.

C. New Tribal TANF Applicants:

1. If the family is Tribal TANF eligible, CTPP will contact MCDSS to initiate transfer of the case. If the family is not on CalWORKs, CTPP will determine time on CalWORKs, if any, which would count toward the Tribal TANF 60-month clock.
2. If the applicant is not currently receiving CalFresh and/or Medi-Cal, CTPP will refer the applicant to apply for CalFresh and/or Medi-Cal, or offer the opportunity to complete an application.
3. For families wishing to terminate Tribal TANF and are eligible for CalWORKs, CTPP will ensure there is no break in aid or supportive services, discontinue Tribal TANF, coordinating the termination with the effective date of CalWORKs approval.
4. CTPP will consult with MCDSS staff on a case-by-case basis to arrange continuation of Welfare-to-Work activities, if applicable. When Tribal TANF is discontinued, stop all employment and supportive services and other direct assistance or service.
5. If Tribal TANF is denied and the applicant family has a pending CalWORKs application, CTPP will notify MCDSS of denial.
6. CTPP will provide to MCDSS any records needed to determine eligibility for CalWORKs (e.g., Social Security Number, birth records, immunization records, school attendance records, proof of income/property, childcare status, employment service history, time on aid and any other pertinent information if available).

ATTACHMENT B



KIM JOHNSON
DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

August 9, 2022

Ms. Julie Fong, TANF Program Manager
Administration for Children and Families
Region IX
90 7th Street, 9th Floor
San Francisco, California 94103 9

Dear Ms. Fong:

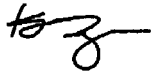
This letter is to inform you that the California Tribal TANF Partnership (CTTP) and the California Department of Social Services (CDSS) have reached an agreement in their caseload negotiation for the CTTP to serve all eligible members of the Redwood Valley Rancheria, members of federally recognized tribes, Native Alaskans, members of the California Judgement Roll, and their descendants and families who reside on the Redwood Valley Rancheria in Mendocino County, and; all eligible enrolled members of the Redwood Valley Rancheria, their descendants and family who reside in the off-reservation areas of Mendocino County, which is a shared BIA designated near-reservation service area for Redwood Valley Rancheria.

The CDSS has determined that the caseload attributable to members of the expanded service population in the Aid to Families with Dependent Children (AFDC) and the Job Opportunities and Basic Skills Training (JOBS) program(s) residing on the Redwood Valley Rancheria and in the off-reservation areas of Mendocino County was **37** in Federal Fiscal Year (FFY) 1994. Our estimate of federal fund expenditures for the AFDC program in FFY 1994 that corresponds with that caseload figure is **\$147,472**.

The California Tribal TANF Partnership has notified the CDSS of their concurrence with the caseload and funding determination. The CDSS hereby waives the requirement of a 90-day notice as specified by Section 405(b) of the Social Security Act mandated for a reduction of the TANF Family Assistance Grant (TFAG) quarterly installment.

If you have any questions you may contact me at (916) 654-1322 or by email at Kristina.Meza@dss.ca.gov. You or your staff may also contact Ryan Tsukiji, Manager of the Tribal TANF Unit at (916) 653-8395 or by e-mail at Ryan.Tsukiji@dss.ca.gov.

Sincerely,



Kristina Meza, Chief, CalWORKs and Family Resilience Branch Family
Engagement and Empowerment Division

cc: Stan Koutstaal, Director, Division of Tribal TANF Management, Office of Family
Assistance
Beniakem Cromwell, Tribal Chairman, California Tribal TANF Partnership Zachary
Ray, Program Director, California Tribal TANF Partnership

Attachment C



CENTRAL OFFICE
991 Parallel Drive, Suite B
Lakeport, CA 95453
Phone: (707) 262-4400 ♦ Fax: (707) 262-4419
www.cttp.net

Governing Body:
Robinson Rancheria
Citizens Business Council

August 10, 2022

Julie Fong, MSW
Regional TANF Program Manager
Administration for Children and Families, Region IX
U.S. Department of Health and Human Services
90 7th Street, 9th Floor
San Francisco, CA 94103

Dear Ms. Fong:

This letter is to inform you that the Robinson Rancheria Citizens Business Council/California Tribal TANF Partnership (CTTP) and the California Department of Social Services (CDSS) have reached an agreement in their caseload negotiation for the CTTP to serve all eligible members of the Redwood Valley Rancheria, members of federally recognized tribes, Native Alaskans, members of the California Judgment Roll, and their descendants and families who reside on the Redwood Valley Rancheria in Mendocino County, and; all eligible enrolled members of the Redwood Valley Rancheria, their descendants and families who reside in the off-reservation areas of Mendocino County, which is a shared BIA designated near-reservation service area for Redwood Valley Rancheria.

The CDSS has determined that the caseload attributable to members of the expanded service population in the Aid to Families with Dependent Children (AFDC) and the and the Job Opportunities and Basic Skills Training (JOBS) program (s) residing on the Redwood Valley Rancheria and in the off-reservation areas of Mendocino County was 37 in Federal Fiscal Year (FFY) 1994, and the estimated federal fund expenditures for the AFDC program in FFY 1994 that corresponds with that caseload figure is \$147,472. The CTTP concurs with the CDSS caseload data of 37 cases and the attributable funding of **\$147,472**.

CTTP has notified CDSS of their concurrence with the caseload and funding determination. CDSS has waived the requirement of a 90-day notice of Section 405(b) of the Social Security Act mandated for a reduction for the TANF Family Assistance Grant (TFAG) quarterly installment.

CTTP anticipates beginning services for Redwood Valley Rancheria on October 1, 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beniakem Cromwell".

Beniakem Cromwell
Chairman, Robinson Rancheria Citizens Business Council
cc: Jennifer Senechal, Program Specialist, ACF Region IX

CTTP is administered by the Robinson Rancheria of Pomo Indians, a federally recognized tribe.

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. 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.

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

Beniakem Cromwell
Contractor Name (printed)


Contractor Signature

Chairman
Contractor Title

California Tribal TANF Partnership
Contractor's Agency Name

10/11/2022
Date

