

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "COUNTY" (also referred to as "FUNDING AGENCY" and "AUTHORIZED REPRESENTATIVE FOR RESIDENT" in the Admission/Resident Agreement), and **Turning Point of Central California, Inc.**, hereinafter referred to as the "CONTRACTOR" (also referred to as "LICENSEE" in the Admission/Resident Agreement).

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 to provide a crisis residential bed for sixty days for a severely physically and developmentally disabled client; 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 the Admission/Resident Agreement 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 | Payment Terms |
| Addendum A | Medi-Cal Data Privacy and Security Agreement |

The term of this Agreement shall be from August 1, 2018 (the "Effective Date"), and shall continue through September 29, 2019.

The compensation payable to CONTRACTOR hereunder shall not exceed Fifty-Three Thousand Two Hundred Seventy-Two Dollars (\$53,272) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery
Bekkie Emery, HHSA Assistant Director/
Social Services Director

Date: 8/13/18

Budgeted: Yes No

Budget Unit: 5010

Line Item: 86-3112

Org/Object Code: SS

Grant: Yes No

Grant No.:

CONTRACTOR/COMPANY NAME

By: Jason Moore
Jason Moore, Regional Director

Date: 8/30/18

NAME AND ADDRESS OF CONTRACTOR:

Turning Point of Central California, Inc.
P.O. Box 7447
Visalia, CA 93290-7447
707-621-3002
jmoore@tpocc.org

COUNTY OF MENDOCINO

By: Dan Hamburg
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: SEP 12 2018

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy SEP 12 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 SEP 12 2018

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Charlotte Scott
Deputy

Date: 8/14/18

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 8-28-18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Janette Rau
Deputy CEO

Date: 8-28-18

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 18-258

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: 501c3



ADMISSION/RESIDENT AGREEMENT

Turning Point of Central California, Inc.
Short Term Therapeutic Crisis Home

Northern Lights

Ukiah, CA 95482

1. This is an Agreement between MCDSS
(Funding Agency)

(Child who is being supported), _____ (Date of Birth),
and Turning Point of Central California, Inc. (LICENSEE) for residence at the
above named children residential facility to be effective 8/1/18
(Admission Date).

2. Facility shall provide the following basic services:
- Room- Single/Private.
 - Weekly cleaning of room
 - Clean Linen weekly or as often as necessary, including bedding, towels and washcloths.
 - Three nutritious meals a day plus snacks.
 - Modified diet, if prescribed.
 - Arrangement and assistance for routine and regular medical/dental care
 - Assistance with medication as prescribed by physician
 - Assistance in obtaining emergency health care for temporary illness or injury
 - Clean, comfortable and safe accommodations
 - Continuous supervision (1:1).
 - A 24-hour per day contact person(s) and phone number(s) for emergencies occurring outside the facility
 - Ongoing assistance with health care
 - Regular social and recreational activities (Ask for monthly schedule if needed).
 - Routine transportation (i.e., regular doctor/dentist visit, shopping, and appointments)
 - Regular involvement in community activities. (See the Community Outing schedule)
 - Aid in grooming and personal hygiene if necessary
 - Routine toilet and hygiene articles (e.g., toilet paper, soap, toothpaste, etc.)

3. You are hereby notified that this facility has adopted a video surveillance policy. It is the policy of the Board of Directors of Turning Point to protect vulnerable children in Region 1 programs by installing video cameras in the common areas of each facility.

Video surveillance will be conducted 24 hours per day in the facility. Notice of video surveillance shall be posted at the entrances of each facility.

Video surveillance will only occur in the kitchen, dining, and living areas of the home. At no time will video surveillance be conducted in a restroom, toilet, bathroom, washroom, shower, locker room, fitting room, changing area, or bedroom.

Video surveillance will not record audio in order to protect client confidentiality

and to maintain the reasonable expectation of privacy of staff.

Video surveillance shall not be used in place of staff supervision.

Access to the recording mechanism and any video recordings shall be limited to the Program Coordinator and Regional Director. The recording devices and recordings shall be secured in a locked cabinet

In the event that there is an allegation made, the video will be available to Community Care Licensing Program Analyst as well as the Community Resource Manager with Redwood Coast Regional Center for review.

- 4. Payments for services: (a) The basic rate charged for the above services is the current state approved SSI board and care rate. (b) Any additional payments for special services (as defined in Title 17 regulations of the California Code of Regulations, hereinafter referred to only by title number) and the responsible parties for these services are specified in Attachment A. (c) The handling of personal and incidental monies or any other RESIDENT funds shall be per Attachment A. (d) Payment of SSI monies shall be in advance and additional payments for special services shall be in arrears. (e) The LICENSEE has sole responsibility for collection of any payments from third parties as identified in Attachment A. This form must be signed for this agreement to be valid. The LICENSEE will bill the Regional Center by the 5th of every month. The Regional Center will provide the LICENSEE with a Purchase of Service immediately upon admission. If the Purchase of Service is not generated within the first seven days of admission, relocation of the child will be suggested.
The LICENSEE will give the Regional Center and/or the responsible parties at least 30 days notice of any rate changes.
- 5. LICENSEE shall ensure that Direct Support Staff provide a consistent level of high quality services for RESIDENT(s) in accordance with facility's approved service design and applicable Title 17 regulations.
- 6. The Initial Individual Program Plan (satisfies Title 22 requirement for assessment of needs) in written form shall be completed by the Regional Center, in written form, within thirty (30) days of residence, and provided to the LICENSEE.
- 7. LICENSEE or his/her designee(s) shall participate in developing and updating the annual Assessment of Need/Individual Program Plan (IPP) and Client Developmental Evaluation Report (CDER) by providing information and attending staffing, including school, and IEP meetings.
- 8. At time of admission, a current written medical assessment, or evidence of such, shall be obtained within 30 days

LICENSEE RESIDENT/Guardian/Conservator
 REGIONAL CENTER

- 9. LICENSEE will provide to RESIDENT, at time of admission a current written copy of house rules and personal rights (LIC 613b) (as required by Title 22), and agrees that such discipline policy rules and rights shall comply with Titles 17 and 22 Clients Rights regulations. A signed copy shall be kept in RESIDENT'S file in the facility. It is further agreed that RESIDENT shall be provided a copy of any proposed change in house rules in advance of its adoption in order that RESIDENT may provide input into its development. LICENSEE additionally agrees to provide Regional Center & CCL with a copy

- of the proposed change(s) within 15 days of proposed adoption.
10. LICENSEE shall report within twenty-four (24) hours any serious illness, injury accident, hospitalization, police involvement or other special incident as defined by Title 17 and Title 22. LICENSEE shall submit by written report to the Regional Center, when appropriate, to RESIDENT'S Authorized Regional Center Representative with 48 hours, and a written report to Community Care Licensing (CCL) within 7 days.
 11. LICENSEE reserves the right to request immediate removal if the health and safety of staff and/or other residents are in jeopardy. LICENSEE shall not discriminate in admission policy or services against RESIDENT on the basis of race, color, religion, notational origin, ancestry or disabilities. LICENSEE will follow the Entrance Criteria approved by CCL and the Regional Center.
 12. LICENSEE certifies herein that this Residential facility is duly licensed or certified through either the state or licensing agency, and agrees to abide by all applicable sections of Title 22 of the California Code of Regulations.
 13. LICENSEE shall maintain a current copy of Title 17, Chapter 3 and Subchapter 4 (Community Services and General Provisions) of the California Code of Regulations and agrees to abide by the requirements therein.
 14. LICENSEE agrees to implement the facility component of this RESIDENT'S IPP, as referred to in paragraphs 5 and 6 herein above. LICENSEE further agrees to provide services consistent with his/her service design approved by the Regional Center and CCL.
 15. LICENSEE agrees to allow Regional Center staff and the Clients Rights Advocate access to RESIDENT and Residential facility at any time. LICENSEE agrees to make space available so that the RESIDENT and Regional Center staff may talk privately. LICENSEE is aware of the Lanterman Act requirement for periodic unannounced visits by Regional Center staff.
 16. The Legal Guardian may terminate this agreement for any reason with 30 days written notice. This agreement may be terminated by Regional Center, County Social Services or LICENSEE only for cause pursuant to Title 22 Section 80068.5, and with 30 day written notice by either party. These notice requirements may be waived only by written agreement of all parties for the following:
 - A. Regional Center may assist a RESIDENT to relocate without notice if it is determined that an immediate danger exists pursuant to Title 17 Section 56053.
 - B. Regional Center shall make good faith efforts to assist RESIDENT to relocate within 30 days if LICENSEE gives written notice.
 - C. LICENSEE agrees to work with Regional Center and RESIDENT, to the extent feasible, if good faith efforts to locate a new residence are made but more than 30 days are needed to safely accomplish the relocation.
 - D. Lack of cooperation and/or adherence to the terms and conditions set forth herein including consistent undermining or preventing treatment occurrence and jeopardizing the continued ability of the program to provide the needed treatment by either the placing Agency representative, family members, legal guardian and/or facility treatment staff.
 - E. Exhibition of total inability or desire, despite numerous treatment and behavioral interventions, to comply with program rules and regulations therefore not benefiting from continued involvement in the program.
 - F. Exhibition of criminal behaviors, while in the facility, that compromise the health and safety of other consumers in the program such as assaults, predatory sexual behavior and uncontrollable (in excess of 3 per day) AWOL attempts into the community.

G. Medical complication deemed so grave as to impair the safety of continued placement in the facility. Consultation with CCL and the referring Regional Center will presage any such discharge.

H. The resident's parent, legal guardian, or placing agency decides to move the resident from the program.

I. Goal of the program to ensure all RESIDENT's receive a free and appropriate education in the least restrictive environment possible for the duration of the school day or as outlined in the RESIDENT's IEP. All parties involved should be active participants and releases of information need to be kept on file.

17. Failure to give the required notice will effect payment in the following manner: If RESIDENT or his/her legal representative terminates this Agreement and vacates the facility without giving the required notice or prior to the 30th day after notice, he/she will be responsible for 30 days SSI board and care rate from date of notification or vacation of premises, whichever occurs first, unless waived by written agreement by all parties. The Regional Center will pay for specialized services. In the event the RESIDENT is placed into a higher level of care, and it is the intent that the RESIDENT return, the parents and the Regional Center will be required to pay for bed days. In the event a Regional Center will not pay for bed days, the RESIDENT and Regional Center will be given a 3-day notice of removal.

17. RESIDENT shall not be summarily evicted unless his/her conduct is clearly threatening property or the safety of the other persons in the facility. Prior to such eviction LICENSEE shall notify the RESIDENT, his/her authorized representative, Regional Center, and in addition, must obtain prior approval for such action from Community Care Licensing (CCL), as per Title 22 regulations.

18. The Regional Center staff may be contacted after regular hours if an emergency occurs by calling: (Please provide after hour emergency number.)

~~707-4123-7900~~ or SW Shirley Fulk at 707-671-

19. RESIDENT is certified to be (1) ambulatory , (2) non-ambulatory

3008 or

20. RESIDENT may rely upon others to perform some but not all activities of daily living.

hotline
1-866-236-0368

RESIDENT does rely upon others to perform all activities of daily living. The Regional Center agrees to review the RESIDENT'S care at least monthly.

21. RESIDENT is not known to be aggressive or dangerous.

RESIDENT has history of aggressive and/or dangerous behavior, (AWOL, Self-Injurious Behavior). It is the responsibility of the placing agency and guardian to disclose all dangerous propensities. Describe below -attach documents if necessary:

22. Initial Residence Goals:

a) daily needs:

b) health-related needs:

c)

needs: _____

d) other

23. Current Known Medications/Health
Conditions: See attached

24. Special Instructions (visiting procedures, special diets, special
medical/behavioral problems, consumer likes
dislikes): see attached

25. Regional Center and LICENSEE agree that:

All RESIDENT'S currently identified residential needs can be met
by facility.

26. All parties agree that information known about the RESIDENT is confidential
and all parties further agree not to release RESIDENT'S information
without the expressed consent of RESIDENT or Authorized Representative
except as provided by Welfare and Institutions' Code section 4514 at seq.

27. The obligation of the Regional Center to make payments for specialized
services is expressly made contingent upon the Regional Center receiving
and continuing to receive funds from the Department of Developmental
Services for the purpose of paying any additional rate.

28. LICENSEE acknowledges that this Residence Agreement becomes null and
void if there are changes in location, ownership and/or vendorization.

29. LICENSEE, his employees, or agents performing under this Agreement are
not to be deemed employees of the Regional Center, nor agents of the
Regional Center in any matter whatsoever. The above named LICENSEE is
an independent contractor and is solely responsible for the manner of
operation of his/her business except to the extent as limited by the parties of
this Agreement. LICENSEE shall not hold himself out as, or claim to be, an
officer or employee of the Regional Center or the State of California by
reason hereof and should not make any claim, demand, or application for any
right or privilege to an officer or employee of the Regional Center or the State
of California, including but not limited to Workers Compensation coverage,
unemployment insurance benefits, or retirement membership or credit.

30. Certain decisions by the Regional Center or County Social Services affecting
LICENSEE may be appealed using the procedure set out in Title 17, Section
56061.

31. Provision of individualized behavior training and support services are
provided by support service staff in accordance with an Individual Support
Plan (ISP) that is approved by the Treatment Team working within this
facility. These trained staff will work on an individual basis with the resident
to develop successful way of dealing with challenging behaviors. The
occurrence of danger to self or others may necessitate Direct Support Staff to
implement Pro-Act procedures. Authorization and notification will take place
in accordance with W & I Title 22, and depending on the length of the
procedure, may include the resident's Authorized Representative.

32. This facility provides all medication services including psychiatric evaluations
and monitoring. Direct Support staff are onsite 24 hours a day, 7 days a
week to oversee the daily medication regime and charting for each resident.
The facility psychiatrist provides regular supervision, assessment, lab orders
and evaluations for each resident. These services are included in the daily

base rate, with the resident's payment instrument (Medi-Cal), Private Health Insurance, covering the cost of the actual medications and lab work. Turning Point of Central California, Inc. is not responsible for any medical cost not covered by the resident's payment instrument. The parent/guardian will be notified of any medical condition that requires medication and/or emergency medical treatment and/or hospitalization.

33. Refunds are not available on placement. When a resident is accepted into the facility, it is determined that they are in need of the program provided. This facility only invoices the placing Agency for days that a bed is available for the resident, therefore, there are no refunds to be made.
34. Community Care Licensing has the right to perform inspections of this facility under Title 22, Division 6, Section 80044(b) and (c). Copies of each inspection and/or evaluation are maintained at the facility and available for review upon written request by an authorized party. Authorized parties include, but are not limited to: (A) Regional Center Representative(s) (B) Resident(s) Parent/Legal Guardian (C) DPSS Community Care Licensing Personnel (D) Law Enforcement Personnel and (E) Authorized Representative.
35. The facility policy is to encourage family visits and/or telephone contact for regular family involvement with each resident after the first 30 days. Ample opportunity for family participation in the activities of the facility is available once discussed through the treatment team process. At the time of admission, the placing Agency will provide a preliminary notice of the legal guardian status of the resident and indicate the names of immediate family members approved for visitation and/or outings on the Emergency Aid Information Sheet (attached hereto). Family members wishing a visit shall be encouraged to contact the facility Program Director/Coordinator to make arrangements for any personal visits and to determine what times contact is not in conflict with the client's program schedule. Due to the highly specialized program, contact within the first 30 days is discouraged. Personal visits not pre-arranged with the facility Program Director are subject to rescheduling if the resident is involved in therapeutic treatment activities. However, facility staff will work towards facilitation of family visits in conjunction with the residents individual program needs. This is a treatment team process and all family visitations will be discussed and outcome will be determined by the process.
36. The placing Agency, as placement and case management agency will have the primary responsibility for discharge planning and follow-up services. Each resident's 30 day, 60 day and 90 day review; and quarterly thereafter. The review shall address the continued needs of the resident and discharge recommendations offered. The following is a typical Discharge Procedure/Schedule for this facility:
 - A. Projected Date of Discharge is set forth at time of admission.
 - B. 30 Day Review by the Consumer Planning Team discussing the resident's potential service needs and discharge options. This will continue weekly or biweekly until the actual day of discharge.
 - C. In the event the Consumer Planning Team recommends the client remain in the program past the projected discharge date, progress will be monitored weekly or biweekly and written progress summaries will be placed in the client chart every quarter until the day of discharge.
 - D. If the resident's behavior is stable, an appropriate placement is identified, available and approved by the Consumer Planning Team the Resident's

Authorized Representative must remove the resident within 30 working days of the date stated in the Discharge review.

- E. If the resident is not removed within 30 working days, Turning Point of Central California, Inc. will meet with the placing agency to update efforts of placement options. The matter will then be referred to the Regional Center Administration.

37. Expectations for placing agency:

After the child you represent has become a resident of one of the Turning Point homes in Ukiah the expectations of the Regional Center Service Coordinator and/or Department of Social Service Representative are as follows:

- A. You are to participate in bi-monthly treatment team meetings in person or by conference call. These meetings will be scheduled according to their date of admit and then routinely based on review date of IPP. Providing guidance during his/her stay maximizes the child's chances for long term success. Prior to every other meeting Turning Point will prepare a document showing the child's progress over the last month. Topics of the meeting will include but not limited to: community outings child went on, progress in school, medication changes, how is child meeting treatment goals, Special Incident Report Summary, medical appointment update, and at every meeting the transition plan will be discussed. These meetings will last a 1/2 hour.
There will be an initial meeting prior to placement and should last one hour. The initial meeting will be to introduce ourselves, go over the child's program, program's expectations, and the expectations and roles of guardians, placing agencies, and any other party involved in RESIDENT's treatment. etc.
- B. We will be conducting administrative meetings at different points throughout the child's stay. These meetings are not to include family members because the nature of the meeting will be more business oriented, however placing agency supervisor will be required to attend. These meeting times will be established at the initial meeting. The 30, 60 and 90 day review meetings will occur once a month.
- C. Attendance is **required** in person or by phone for any Individual Educational Plan.
- D. If an overnight transition or visitation for an alternative placement is required, the funding agency will be responsible for the additional costs, such as mileage, lodging, and per diem. (Vendor Number PRO566).
- E. If child is absent from facility for any reason, during the course of their treatment, the funding agency will be responsible for payment. (e.g., home visits, hospitalizations, brief periods of incarceration, and/or periods of elopement).

WE THE UNDERSIGNED HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE RESIDENCE AGREEMENT AND AGREE TO ABIDE THEREBY:

RESIDENT <u>S. Fulk, MSW</u>	<u>8/1/18</u> DATE <u>8/1/18</u>
Authorized Representative (Please Check one box below if appropriate)	DATE

Parent

Guardian of RESIDENT

Conservator of RESIDENT

Parent/Guardian/Conservator Name:

CPS

Address 747 S State

Telephone (707) ⁴⁶³⁻⁵⁶²⁷
463-7700

City/State/Zip Ukiah Ca

95482

[Signature]
LICENSEE/Administrator Signature

8/1/18
DATE

Regional Center Representative

DATE

[Signature], FCS Deputy Director
Dept. of Social Services Representative
(Mendocino Co.)

8/1/18

DATE

Director of Community Services

DATE

EXHIBIT A

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

1. Residential Services Daily Rate: \$887.86 per day.
2. Monthly billing will be submitted to:

Mendocino County HHSA
Family & Children's Services
Attn: Randy Colson
P.O. Box 839
Ukiah, CA 95482

*Must be given
2 weeks notice
of discharge*

AM.

3. Billing for services are expected to be completed on a monthly basis and must occur within thirty (30) days of the service provision.

Payments under this Agreement shall not exceed 60 days for Fifty-Three Thousand Two Hundred Seventy-Two Dollars (\$53,272) for the term of this Agreement.

[END OF PAYMENT TERMS]

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.

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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.

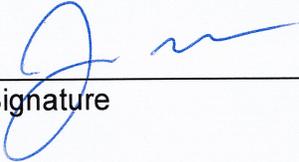
XII. Assistance in Litigation or Administrative Proceedings

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.

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Signature Page

Jason Moore
Contractor Name (printed)


Contractor Signature

Regional Director
Contractor Title

Turning Point of Central California, Inc.
Contractor's Agency Name

8/30/18
Date