

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 6, 2016, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Family Resource Center Network of Mendocino County**, 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 child abuse and neglect prevention services at Family Resource Centers (FRC) in Mendocino County; 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
Exhibit E	Agreement between Family Resource Center Network and Redwood Community Services
Addendum A	Medi-Cal Data Privacy and Security Agreement

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

The compensation payable to CONTRACTOR hereunder shall not exceed Sixty – One Thousand Seven Hundred Forty – Eight Dollars (\$61,748) for the term of this Agreement.

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

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: 
Anne Molgaard, Chief Operations Officer

Date: 10/11/16

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-3131

Org/Object Code: SSCAPIT

Grant: ☐ Yes ☒ No

Grant No.:

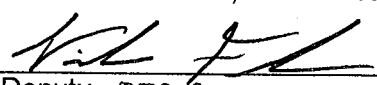
COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: DEC 06 2016

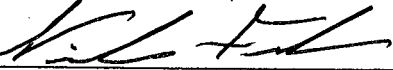
ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy DEC 06 2016
Date:


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: 
Deputy


Date: DEC 06 2016

INSURANCE REVIEW:

By: 
ALAN D. FLORA, Risk Manager

Date: 10/20/16

CONTRACTOR/COMPANY NAME

By: 
Signature

Printed Name: Camille Schraeder

Title: Redwood Community Services, Executive Director

Date: 11/2/16

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, FRC Network
PO Box 2077
Ukiah, CA 95482

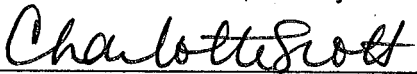
707-467-2010; Camille@rcs4kids.org

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: 
Deputy

Date: 10/12/16

FISCAL REVIEW:

By: 
Deputy CEO/Fiscal

Date: 10/20/16

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED:

By: 
CARMEL J. ANGELO, Chief Executive Officer

Date: 10/20/16

Signatory Authority: \$0-25,000 Department \$25,001- 50,000 Purchasing Agent \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ 17-55

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

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

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

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

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

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

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

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

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit "B" hereto, provided that the maximum amount payable to CONTRACTOR for its services as listed in Exhibit A shall not exceed \$61,748 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

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

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

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

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

33. OTHER AGENCIES:

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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

The Family Resource Network of Mendocino County (the Network) is comprised of eleven 501(c) (3) nonprofit family resource centers (FRCs), which includes two county-funded centers. The mission of the Network is to nurture the collaborative efforts of FRCs within Mendocino County to provide strength-based services that embrace all cultures in response to community needs. FRCs provide a broad array of services for children, youth, and their families. The Network enables the FRCs to continue to serve their communities, while at the same time collaborating with others doing similar work to share ideas and resources, learn from each other's experiences, create a body of best practices, and enhance the financial viability of FRCs.

On July 1, 2014, the Network entered into an agreement with Redwood Community Services, Inc. (RCS). RCS will serve as the fiscal agent for the Network and has agreed to not be compensated for this service (Exhibit E).

CONTRACTOR shall provide the following services to be performed by eight members of the FRC Network of Mendocino County:

I. Child Abuse Prevention, Intervention and Treatment Program (CAPIT):

A. After School and Summer Programs:

Programs that offer either English or Spanish speaking families a safe place where their children can build both academic and social skills, and provide care while the parents are at work.

- 1) Laytonville Healthy Start FRC after school program students include: minorities, disabled, adoptive and at risk-children. Laytonville serves students in grades 6-12 and runs a two day a week after school program with activities such as: cooking and snack making, homework help, computer access, gardening, arts & crafts, kite making and physical activities (such as basketball).
- 2) The goal is to give adolescents a safe place to gather, get a snack, do homework, learn something new, and to expose them to positive adult role models from the community. The summer program for children ages 4-11 utilizes teenagers from the community to act as mentors. The three day a week, four week program provides respite to parents and care-givers, since child care services are limited in the community.

EXHIBIT A – PAGE 2

DEFINITION OF SERVICES

- 3) Nuestra Alianza FRC has a bilingual program for children who attend the three grammar schools in Willits. The first priority is to work intensely with new student arrivals from Mexico who only speak Spanish. The second priority is bilingual help with homework. The third priority is to assist all children with homework. When the academic component is over the children participate in sports, games, art projects, dance, and have nutritious snacks.
- 4) The Arbor Youth Resource Center will provide a one day a week youth drop-in program that includes: foster, adoptive, at-risk, minority and disabled youth. The drop-in program provides computer access, games (such as pool), snacks and clothing closet. The goal of the program is to give adolescents a safe place to gather, get a snack, do homework, learn something new and expose them to positive adult role models from the community.

B. Tutoring Programs:

English or Spanish speaking children are provided with a safe place where they can build academic skills. These programs offer students mentoring and college prep courses, in addition to the usual academic support and enrichment activities. Pre and post-tests will be conducted to evaluate each student's progress and the program's effectiveness. The pre and post- test scores will be entered into MendoFRC database.

- 1) Round Valley FRC in Round Valley, Action Network FRC in Gualala, Potter Valley Youth & Community Center FRC in Potter Valley and Safe Passage FRC in Fort Bragg will offer after-school tutoring. All FRCs serve at-risk, low income, and minority children. Participants will have transportation to the sites, which are off-campus of schools.
- 2) The students receive individual and group assistance with homework in subjects including: math, science, and reading. The instructors check back with the students, to make sure there is comprehension of the materials covered. All students complete a pre and post-test to evaluate their individual progress and the effectiveness of the program.
 - i. The target population for Potter Valley is a multicultural group of children from grades 1-8, ranging in age from 6 -13 years. The "Good Students Don't Join Gangs" tutoring program at Safe Passage works with 2nd graders who are English language learners (this is not a requirement), falling behind academically, or not enrolled in the KUDOS after-school program. Both Action Network in Gualala and Round Valley FRC provide services to Native American children as well.

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DEFINITION OF SERVICES

C. Parent Education and Support:

The ARC FRC in Ukiah will offer “Mama Y Yo”, a structured playgroup, which includes: free play, a healthy snack, a structured activity, and regular ASQ & ASQ-SE (Ages and Stages) screening with discussion and follow up with trained staff. The ARC provides bilingual services and supports and primarily serves children ages 0-5 years and their parents.

II. Community-Based Child Abuse Prevention Program (CBCAP):

A. Parent Education and Support Parenting Classes and Groups:

- 1) The Arbor Youth Resource Center in Ukiah, Safe Passage FRC in Fort Bragg and Laytonville Healthy Start FRC in Laytonville will be offering parents the group, level 3 or 4 Positive Parenting Program (Triple P), which is evidence-based and offered to community members at large, and may include adoptive parents. The primary goal of this program is to prevent behavioral, emotional and developmental problems in children by enhancing the knowledge, skills and confidence of parents. The program emphasizes five core principles of positive parenting: one, ensuring a safe and engaging environment; two, promoting a positive learning environment; three, using assertive discipline; four, maintaining reasonable expectations; and five, taking care of oneself as a parent. The program typically consists of eight once a week sessions lasting one hour, each including the final Progress Review Survey. The parents are given weekly homework to practice their newly acquired skills while interacting with their children. There is a pre and post-test utilized to measure the effectiveness of this program.
- 2) Each FRC will provide the following imbedded in their Triple P program curricula:
 - i. Parent education in classes, groups and/or individual counseling sessions in English or Spanish addressing a continuum of parenting issues.
 - ii. Parental support, information, assistance, referral and enrollment of children in health insurance programs as needed.
 - iii. Comprehensive bilingual information, assistance, referral and support services to families.

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DEFINITION OF SERVICES

III. Promoting Safe and Stable Families Program (PSSF):

A. Family Preservation:

1) Safe Passage FRC will provide:

- i. Case management services, which include at least three families with a minimum of four contacts per family, per month. The contacts can be a referral for services, such as Medi-Cal health insurance application assistance, housing assistance, and referrals to outside agencies. Having a case manager provides consistency for clients and the expertise needed to develop and implement a case plan, which includes positive and realistic goals. Safe Passage will also offer the Grandparents Raising Grandchildren class and is the location for the Parenting Apart class and community services opportunities for teens.

2) Round Valley FRC will provide:

- i. Motherhood is Sacred: The curriculum offers participants the opportunity to gain a deeper understanding of the importance of responsible motherhood as reflected in Native American values and beliefs.
- ii. Fatherhood is Sacred: The curriculum offers participants the opportunity to gain a deeper understanding of the importance of responsible fatherhood as reflected in Native American values and beliefs.
- iii. Money Matters: Financial literacy training for individuals and families.
- iv. Strengthening Relationships: This training is a 14 week program providing individuals with the knowledge and skills that assists fathers, mothers, and families in enhancing their capacity to promote strong, healthy, and positive relationships.

B. Community-Based Family Support Services:

1) Action Network FRC and The ARC FRC will provide:

Case Management services to parents and families. Both ARC FRC and Action Network's Case Manager are bilingual/bicultural. If the client is involved with Mendocino County Family and Children's Services (FCS), Action Network works closely with FCS and other involved agencies. Action Network FRC serves clients in a remote setting where FCS does not have an office. Action Network and ARC FRC will provide case management services, which include at least three families with a minimum of four contacts per family, per month. The contacts can be a referral for services, such as Medi-Cal health insurance application assistance, housing assistance, and referrals to outside agencies. In addition, financial literacy and parent education services will be provided.

EXHIBIT A – PAGE 5

DEFINITION OF SERVICES

C. Time-Limited Family Reunification:

1) The Arbor Youth Resource Center will provide:

- i. **Real Talk:** Real Talk is an informal Peer Support group that is facilitated by rehabilitation specialists. The goal of the group is to assist youth living with severe mental illness cope with the challenges of living independent lives. Real Talk provides peer support from participants, as well as, therapeutic interventions from staff facilitators.
- ii. **Healthy Relationships:** This workshop, facilitated by Project Sanctuary, provides education and support to youth in blooming relationships. By the end of the workshops, youth participants will have the knowledge of what healthy relationships look like such as: no name calling, consensual sex, and free of physical, emotional, and verbal abuse.
- iii. **Sexual Education:** Project Sanctuary, The Arbor, and Planned Parenthood provide workshops to youth to have a dialogue about sexual education. This course is designed to not only provide pregnancy prevention information, but also information about sexually transmitted infections, proper self-care, and ways to access treatment locally.
- iv. **The Arbor Garden:** The Arbor Garden is a community garden for youth. Youth will learn gardening techniques from North Coast Opportunities' (NCO) Garden Project, Arbor staff, and peers. Youth will also learn the health benefits of growing their own food, the mental health benefits of gardening, and the importance of the spectrum of wellness.
- v. **The Arbor Youth Board:** The Youth Board is a group designed to offer youth positive peer relationships, adult-to-youth mentoring, leadership and advocacy development skills, and ways to de-stigmatize mental illness. When youth are involved in meaningful work and have positive relationships, they are less likely to make negative choices and more likely to engage in community activities.
- vi. **Good Eats:** Under the guidance of the Arbor staff, youth work together to prepare, cook, eat, and clean up after an inexpensive healthy meal. There will be a pre and post-survey for this program.
- vii. **Anger Management:** This program is in collaboration with Project Sanctuary and the Arbor where youth are taught anger management skills through a six-week course. Those who require an Anger Management class through probation can fulfill it here; however, it is also open to anyone who feels they need to take this course. There will be a pre and post-survey for this program.

EXHIBIT A – PAGE 6

DEFINITION OF SERVICES

D. Adoption Promotion and Support Services:

- 1) All Family Resource Centers included in this Agreement will provide the following services and supports related to adoption promotion and support:
 - i. Family Resource Centers will have on site informational brochures and flyers related to foster care and adoption and will be provided to participants during public events.
 - ii. In addition to making referrals to local foster and adoption agencies, the Network will coordinate with these adoption/foster agencies to provide presentations to not only the Network, but to the individual FRC communities as well.

IV. Maintenance of Effort (MOE) funds for after school/tutoring programs:

Mendocino County is obligated by the California Department of Education to support child development/child care programs in our county in the annual amount of \$2,458 for "Maintenance of Effort" (MOE). This is done by distributing these funds among those FRCs that provide after school and tutoring programs in this contract). In 2016, we will distribute this amount in addition to the regular contract payment for October, 2016. The total will be equally distributed among two FRCs who offer tutoring programs and who have conducted after school or tutoring programs during that month. If these activities are documented in MendoFRC Database as being offered and utilized during October, the Network shall invoice the COUNTY for the entire \$2,458 with the October 2016 invoice, divided between Nuestra Alianza de Willits and Potter Valley FRCs.

V. General Services:

- A. An emphasis on prevention of child abuse and neglect by providing at least fifty percent (50%) of these services to participants who are not currently active clients of Family and Children's Services.
- B. Treatment and avoidance of reoccurring child abuse and neglect by providing services to local children and families who are active clients of Family and Children's Services.
- C. Monthly collection and reporting of data, including listing of clients served (with full demographics and sources of referral) through the FRCs. All pre and post-test scores for services will be entered into the MendoFRC database in a timely manner.

EXHIBIT A – PAGE 7

DEFINITION OF SERVICES

- D. The Family Resource Center Network of Mendocino County will continue to conduct peer reviews to provide mutual support and promote best practices.
- E. Collection and submission to COUNTY of pre and post-tests, data related to funded programs, and services or any other outcome data as required by COUNTY and related to the services
- F. Collaboration with the COUNTY in the data collection, input and maintenance of COUNTY's contracted database (MendoFRC). All contracted services shall have the prefix "OCAP" in MendoFRC database with the exception of Family Supports Case Management. All FRC records will be kept current on a monthly basis with supporting data entered no later than the 7th of the month following provision of services.

VI.Contract Compliance

- A. Compliance monitoring for each FRC will be completed by the Network Coordinator prior to submission of any invoice to the fiscal agency and COUNTY.
- B. Once compliance checking has been performed, the Network will provide COUNTY with one invoice by the 15th of the month following the provision of services, for the entire Network. If, in performing due diligence in spot-checking data entry or observing services being performed, COUNTY observes any compliance problems, the entire invoice will be rejected until said problems are resolved and re-invoiced.
- C. The FRC Network of Mendocino County and its fiscal agent will be responsible to make sure all of the funding allocated in this Agreement is spent as defined within the contracted services and time frames. The funding, provided by State and Federal Offices of Child Abuse Prevention, will be lost if not spent during each fiscal year.

This is a 5 month Agreement and CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

All invoicing and payments are to be coordinated through the Fiscal Agent (Exhibit E).

Center	CAPIT \$28,458		CBCAP \$5,346		PSSF \$19,557		Totals by FRC
Action Network Family Resource Center Match: \$1,211 Drug Free Communities	Tutoring	\$3,880			Community- Based Family Support: Case Management Family Resource Center Basic Needs	\$2,445	
					Adoption, Promotion and Support: Family Resource Center Community Adoption Outreach	\$611	\$6,936
ARC Family Resource Center Match: \$10,100 First 5 Mendocino	Parent Education and Support: Mama y Yo Structured Playgroup	\$2,548			Community Based Family Support Services: Case Management, Financial Literacy, Parent Education	\$2,445	
					Adoption, Promotion and Support: Family Resource Center Community Adoption Outreach	\$611	\$5,604

EXHIBIT B – PAGE 2

DEFINITION OF SERVICES

Center	CAPIT		CBCAP		PSSF		FRC Total
The Arbor Youth Resource Center Match: \$1,858 Redwood Community Services Foster Family Agency	After School Youth Drop- In Program	\$474	Triple P or other evidence based program that promotes development of parenting skills.	\$962	Time-Limited Family Reunification: Anger Management, Good Eats Cooking Class, Healthy Relationships, Sexual Education, Real Talk Peer Support Group, The Arbor Garden, The Arbor Youth Board. Adoption, Promotion and Support Family Resource Center Community Adoption Outreach	\$4,889 \$611	\$6,936
Laytonville Healthy Start Family Resource Center Match: \$3,000 Community Donations	After School Teen Drop in Program Summer program	\$3,431 \$2,200	Triple P	\$962	Adoption, Promotion and Support: Family Resource Center Community Adoption Outreach	\$611	\$7,204
Nuestra Alianza de Willits Match: \$1,690 Community Donations	After school program	\$6,326			Adoption, Promotion and Support: Family Resource Center Community Adoption Outreach	\$611	\$6,937

EXHIBIT B – PAGE 3

DEFINITION OF SERVICES

Center	CAPIT		CBCAP		PSSF		FRC Total
Potter Valley Family Resource Center Match: \$1,220 After School Education and Safety Program (ASES)	After School Program Tutoring	\$6,112			Adoption, Promotion and Support: Family Resource Center Community Adoption Outreach	\$611	\$6,723
Round Valley Family Resource Center Match: \$11,648.00 Round Valley Indian Health Center	Tutoring	\$2,548			Family Preservation: Motherhood & Fatherhood is Sacred, Financial Literacy workshops, Strengthening Relationships Workshops for women and girls. Adoption, Promotion and Support: Family Resource Center Community Adoption Outreach	\$2,445 \$611	\$5,604

EXHIBIT B – PAGE 4

DEFINITION OF SERVICES

Center	CAPIT		CBCAP		PSSF		FRC Total
Safe Passage Family Resource Center Match: \$5,000 from FIRST 5 grant and \$2,500 from sub contract with FBUSD	Tutoring	\$939	Triple P	\$3,422	Family Preservation: Family Empowerment Group, Location for supervised visits, Location for Parenting Apart class, community service opportunities for teens, Grandparents Raising Grandchildren Class	\$2,445	
					Adoption, Promotion and Support: Foster & Kinship Care Program, Adoption, Promotion and Support	\$611	
					Family Resource Center Community Adoption Outreach		\$7,417
Subtotal		\$28,458		\$5,346		\$19,557	\$53,361
Admin		\$3,162		\$594		\$2,173	\$5,929
OCAP Total		\$31,620		\$5,940		\$21,730	\$59,290
Maintenance of Effort		\$2,458					\$2,458
Grand Total		\$34,078		\$5,940		\$21,730	\$61,748

EXHIBIT B – PAGE 5

DEFINITION OF SERVICES

COUNTY will pay CONTRACTOR as per the following instructions:

- I. CONTRACTOR will submit invoices monthly to COUNTY with the final invoice being submitted on the 15th of the following month of the last session authorized. Submit final invoice no later than December 30, 2016, for any services rendered through November 30, 2016.

- II. Invoices shall be sent monthly to:

HHSA Family & Children's Services
PO Box 839
Ukiah, CA 95482
Attn: Randy Colson
colsonr@co.mendocino.ca.us

- III. Payments under this Agreement shall not exceed Sixty – One Thousand Seven Hundred Forty – Eight Dollars (\$61,748) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

[END OF INSURANCE REQUIREMENTS]

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

NAME OF CONTRACTOR: **Family Resource Center Network of Mendocino County**

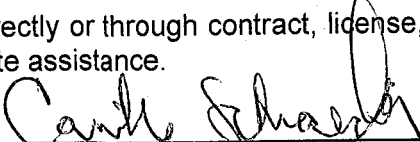
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

Date
PO 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 offense 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.


<u>Camille Schraeder</u> (Type Name)	<u>Family Resource Center Network of Mendocino County</u> (Organization Name)
<u>Redwood Community Services</u>	<u>PO Box 2077</u>
<u>Executive Director (Fiscal Agent)</u>	<u>Ukiah, CA 95482</u>
(Title)	(Organization Address)
 (Signature)	 (Date)

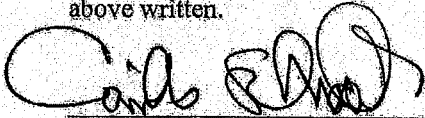
Exhibit E

THIS AGREEMENT is entered into as of this 1st day of July 2014 by and between the Family Resource Center Network of Mendocino County (FRC Network) and Redwood Children's Services (RCS).

WITNESS THAT RCS agrees to perform the following services for the FRC Network of Mendocino County:

1. Provide grant management services to include:
 - Accept and administer grant funding as outlined in the OCAP proposal
 - Ensure timely submission of required grant reports
 - Generate monthly financial statements including review of journal entries; grant receivable/deferred revenue, accrual review/correction of posted activity.
2. RCS shall commence performance of these activities on July 1, 2014 through June 30, 2017.
3. RCS shall maintain such records and accounts, including personnel and financial records, as are deemed available for audit purposes to the FRC NETWORK or any representative of the funding source authorized by the FRC NETWORK. Such records will be retained for three (3) years after expiration of this Contract unless permission to destroy them is granted, in writing, by the Agency and the Funding Source.
4. RCS agrees to not be compensated for these services.
5. The parties intend RCS to be an independent contractor in the performance of these services. As such, RCS shall exert independent, professional judgment in the design and delivery of information to the FRC NETWORK. No relationship of employer and employee is created by this agreement.
6. FRC NETWORK understands and agrees that RCS retains the right to perform services for other clients.
7. RCS warrants that as an independent organization, he/she carries workers' compensation and malpractice insurance and agrees to provide evidence of such coverage at the time of signature of this contract.

In witness thereof, the parties hereto have executed this Agreement as of the date first above written.



Camille Schraeder, Executive Director
Redwood Children's Services

6/26/14
Date



Jayma Shields Spence, Coordinator
Family Resource Center Network

6/27/14
Date

Addendum A

Medi-Cal Data Privacy and Security Agreement

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

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

AGREEMENTS

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

I. Privacy and Confidentiality

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

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

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

II. Employee Training and Discipline

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

Addendum A – page 2

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

III. Management Oversight and Monitoring

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

IV. Confidentiality Statement

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

V. Physical Security

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

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored
- 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 5

VIII. Audit Controls

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

IX. Paper Document Controls

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

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

X. Notification and Investigation of Breaches

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

XI. Assessments and Reviews

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

XII. Assistance in Litigation or Administrative Proceedings

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

