

BOS Agreement # 17-086

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of August 15, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and California Department of Social Services, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for Adoption Services ("Services"); and,

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

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

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

The term of this Agreement shall be from July 1, 2017 through June 30, 2018.

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred and Twenty Thousand, Eight Hundred Forty-One Dollars (\$320,841) 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: *A. Molgaard*
Anne Molgaard, Chief Operations Officer
Date: 7/13/17

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-3118

Org/Object Code: SS

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: *John McCowen*
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS
Date: AUG 17 2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *K. F. L.*
Deputy
Date: AUG 17 2017

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: *K. F. L.*
Deputy
Date: AUG 17 2017

INSURANCE REVIEW:

By: *Alan D. Flora*
ALAN D. FLORA, Risk Manager
Date: JUL 26 2017

CALIFORNIA DEPARTMENT OF SOCIAL
SERVICES

By: _____

Signature

Printed Name: Deborah Pearce

Title: Chief, Contracts & Purchasing Bureau

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Department of Social Services
744 P Street, MS 8-14-747
Sacramento, CA 95814

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: *Charlotte Scott*
Deputy

Date: 7/14/17

FISCAL REVIEW:

By: *Gail Martin*
Deputy CEO/Fiscal
Date: JUL 26 2017

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: *Carmel J. Angelo*
CARMEL J. ANGELO, Chief Executive Officer
Date: JUL 26 2017

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 18-11

GENERAL TERMS AND CONDITIONS

1. Indemnification

a. Claims Arising from Acts or Omissions of COUNTY

The COUNTY hereby agrees to defend and indemnify the CONTRACTOR, its agents, officers, and employees, from any claim, action or proceeding against the CONTRACTOR, arising out of acts or omissions of the COUNTY in the performance of this Agreement. At its discretion, the CONTRACTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the COUNTY of any obligation imposed by this Agreement. The CONTRACTOR shall notify the COUNTY promptly of any claim, action or proceeding and cooperate fully.

b. Claims Arising from Acts or Omissions of the CONTRACTOR

The CONTRACTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers, and employees, from any claim, action, or proceeding against the COUNTY arising out of the acts or omissions of the CONTRACTOR in the performance of this Agreement. At its discretion, the COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CONTRACTOR of any obligation imposed by this Agreement. The COUNTY shall notify the CONTRACTOR promptly of any claim, action or proceeding and cooperate fully.

2. Relationship Of The Parties

The CONTRACTOR is acting as a contractor for the delivery of the services; this is not a joint venture Agreement between the parties. It is understood by both parties that this Agreement does not create an employer-employee relationship between the parties. Each party agrees that it shall not enter into Agreements or make representations or promises on behalf of the other party.

3. Insurance Requirements

The CONTRACTOR is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by CONTRACTOR, its employees, officers, or directors. Evidence of self-insurance is provided with Attachment C, incorporated herein by reference.

The CONTRACTOR'S self-insurance for liabilities (Attachment B) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CONTRACTOR'S employees in the performance of services.

4. Maintenance Of Records

The parties shall keep and maintain an accurate record of the referrals to the CONTRACTOR'S Adoptions Regional Office. The CONTRACTOR and the COUNTY shall keep a copy of all invoices presented to the COUNTY on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the COUNTY, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention Of Records For Audit Purposes

The CONTRACTOR shall maintain and preserve all records related to this Agreement for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial three year period shall only arise if notice is provided to the CONTRACTOR of the commencement of the audit prior to the expiration of the three year period.

6. Title To Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CONTRACTOR pursuant to this Agreement are the property of the CONTRACTOR and shall not be subject to any copyright claimed by the COUNTY, its employees, subcontractors or agents. However, the COUNTY may use for administrative purposes completed materials developed or produced by the CONTRACTOR. Incomplete documents or projects may not be used without the prior written consent of the CONTRACTOR.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either party, including the employees, officers, directors, or agents of each party.

7. Conflict Of Interest

The parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance With Applicable Laws

The parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

9. Change In Statutes Or Regulations

If there is a change of statute or regulations applicable to the performance of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

10. Time Is Of The Essence

Time is of the essence for the performance of the services of this Agreement. Each party shall promptly perform the services and responsibilities described in the Agreement and promptly comply with each term and condition.

11. Time

Each of the parties to this Agreement shall devote such time to the performance of the services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement. Neither party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

12. Modification

No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both parties.

13. Nondiscrimination

The parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Agreement.

14. Bankruptcy

The parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal

Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

15. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by the parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. Negotiated Agreement

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code, Section 1654.

17. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.

18. Entire Agreement

This Agreement is the entire agreement of the parties for the performance of services. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the parties.

19. Budget Statement

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CONTRACTOR to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of \$6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the \$6 million general fund were based on a percent to total of each county's specific combined 12 year average of child and family referrals to the CONTRACTOR'S Adoptions Regional Offices that have been providing Agency adoption services to these counties.

a. Invoicing

In consultation with the Child Welfare Director's Association, for those counties opting to contract directly with CONTRACTOR to continue the Agency adoption services, CONTRACTOR will invoice each on a weekly cost per case basis of \$62 based on the county specific distribution provided in CFL No. 11/12-18. The

CONTRACTOR will invoice the COUNTY quarterly the total cost for each active child case and each family case referred to the CONTRACTOR'S Adoptions Regional Office for adoption services. This rate would be claimed up to but not exceeding Three Hundred and Twenty Thousand, Eight Hundred and Forty One dollars (\$320,841), the amount of the allocation received by the COUNTY.

20. Termination

Either party may terminate this Agreement, with or without cause, with 120 days advance written notice. In order to terminate this Agreement, the terminating party shall give advance written notice to the other party. The termination notice shall be made as specified in number 21 below. In the event of termination, the COUNTY shall pay the CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

21. Notice

Notices to the parties in connection with the administration of this Agreement shall be given to the parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- a. The day the notice is personally delivered to the party's Project Representative as specified in the Exhibit A, Scope of Work, page 20, Section IV.
- b. Five days after the date the notice is deposited in the United States mail, addressed to a party's Project Representative as indicated in Section IV, with first-class postage fully prepaid; or
- c. On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section IV, provided that an original of such notice is deposited in the United States mail, addressed to the party's project representative as specified in Section IV, on the same day as the facsimile transmission is made.

22. Partial Invalidity

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

23. Responsibility Of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other party at least ten days

prior to such change. The Project Representatives for parties are specified in the Exhibit A, Scope of Work, Page 20, in Section IV.

24. Waiver

Waiver by either party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. A party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the party's right to enforce any covenant of this Agreement. However, neither party shall waive any provision of this Agreement unless the waiver is not against public policy or current laws, in writing, signed by a representative of each party with the authority to sign, and signed by all parties.

25. Authority and Capacity

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. Binding On Successors

All of the conditions, covenants, and terms identified in this Agreement apply to any successor or assignee of the parties to this Agreement with each assignee or successor held jointly and severally liable under this Agreement. However, no assignment or subcontract of either party is permitted, except with the prior written authorization of the other party.

27. Cumulative Remedies

All of the various rights, powers, and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

28. Independent Advice

Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

29. No Reliance On Representations

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved

or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

30. Information Subject To A Business Associate Agreement

The parties agree to identify for the other party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

31. Conflicting Disclosure Laws

The parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each party agrees to contact its Legal Counsel for direction.

32. Confidentiality

The CONTRACTOR and COUNTY staff will comply with the provision of Welfare and Institutions Code (W&IC), Section 10850 and Family Code, Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential. The CONTRACTOR and the COUNTY will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

The COUNTY and CONTRACTOR'S Adoptions Regional Office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CONTRACTOR and the COUNTY agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

33. Mailing Of Confidential Information

The parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

34. Transporting Records

The parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a party to this

Agreement to transport records to the other party, the parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other party. Additionally, except for personal delivery by a representative of the parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CONTRACTOR'S Central Office located at 744 P Street, MS 8-12-31, Sacramento, CA 95814.

36. Venue

It is agreed by the parties to this Agreement that, unless expressly waived by the CONTRACTOR, any action brought to enforce any of the provisions of this Agreement for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

37. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

38. Captions

The captions of this Agreement are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

39. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

40. Identifying Agreed Upon Changes to the Contract Agreement.

The parties agree that every amendment shall identify in typed print strike-through the words of the contract Agreement to be deleted by the amendment and no longer applicable to the contract Agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the contract Agreement may be made in whole or in part, as appropriate and selected by the parties.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- I. The Contractor California Department of Social Services, (hereinafter referred to as the CONTRACTOR) agrees to provide to Mendocino County Health and Human Services (hereinafter referred to as COUNTY), Agency adoption services under the authority of Welfare and Institutions Code (W&IC), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239. The CONTRACTOR will provide the following adoption services:
 - A. Consult and review of children in out-of-home care who need permanence.
 - B. Assess and provide a written analysis of the adoptability of a child pursuant to W&IC, Section 361.5, 366.21 or 366.22.
 - C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements and related services.
 - D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.
 - E. Complete adoption homestudies of prospective adoptive families, including requests for adoption homestudies through the Interstate Compact on the Placement of Children (ICPC).
 - F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the W&IC, Section 366.26 hearing. The CONTRACTOR will provide testimony for contested hearings regarding the reports as requested by the County Counsel.
 - G. Match children with prospective adoptive families and place children for adoption.
 - H. Review and provide medical and social background information concerning a child and his or her birth parents to adoptive parents at the time of the adoptive placement.
 - I. Supervise adoptive placements until finalization and provide post adoptive placement services to families.
 - J. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the COUNTY programs regarding AAP eligibility (i.e., W&IC, Sections 16115-16123 and Title 22 CCR, Section 35325 et seq).
 - K. Provide other appropriate and necessary adoption services as needed.
- II. The CONTRACTOR and COUNTY agree to coordinate efforts in the following areas:
 - A. Promote permanence for children who are in out-of-home care.

- B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out-of-home placement and changes that may affect the casework provided by the other agency. This exchange may include, but is not limited to, any information (e.g., complaints, concerns or licensing violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.
- C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other agency, including potential placement changes.
- D. Notify the other agency before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.
- E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CONTRACTOR, COUNTY, or the juvenile court.
- F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.
- G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.
- H. Pay AAP benefits in compliance with Title 22 CCR, Section 35325 et seq.
- I. Use the Child Welfare Services/Case Management System (CWS/CMS) to record information and case activities for dependent children and foster families.
- J. Provide other appropriate and necessary coordination as needed.
- K. Services for the child before a permanent plan is determined.
 - 1. COUNTY and the CONTRACTOR Will:
 - a. Jointly assess the child pursuant to W&IC, Section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.
 - b. Jointly assess the child approximately 90 days before the 6 month and 12 month reviews required by W&IC, Section 366.21 and the 18 month review required by W&IC, Section 366.22.
 - c. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child referred to CONTRACTOR for adoption services.
 - 2. COUNTY Will:
 - a. Refer children in out-of-home care for a joint assessment prior to FR services being terminated.

- b. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CONTRACTOR with current and past marital history including date and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.
- c. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the COUNTY will complete process of notifying all possible tribes and documenting this in court.
- d. Share with the CONTRACTOR background information as it is obtained about the child, including developmental history, psychological and family health history.
- e. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact CONTRACTOR if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.
- f. Provide a written referral to the CONTRACTOR when FR services are not ordered (W&IC, Section 361.5), when FR services are terminated due to an order by the court (W&IC, Section 360 if applicable, 366.21 or 366.22) or when a referral is made for the child before termination of services. Provide all necessary documents to the CONTRACTOR in order to carry out adoption services.
- g. Until otherwise notified by CONTRACTOR, provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by CONTRACTOR.
- h. Until otherwise notified by CONTRACTOR, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by CONTRACTOR.
- i. Work with CONTRACTOR to prepare a report for the W&IC, Section 366.26 hearing. The COUNTY social worker's portion of the report will include:
 - (1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - (2) A review of the amount and nature of contact between the child and parent(s) since placement.
 - (3) A summary of current search efforts for any absent parent.
 - (4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

- (5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of the recommended plan
- j. Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.
- k. Retain case management responsibility until finalization of the adoption or dismissal of dependency (Manual of Policies and Procedures, Division 31-320.412).
- l. Send notice of hearing, the social worker's court report and the judge's court orders to the CONTRACTOR Adoptions Regional Office for W&IC, Section 360 if applicable, 361.5 (g), 366.21, 366.22, and 366.26 hearings and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CONTRACTOR.
- m. Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CONTRACTOR.
- n. Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CONTRACTOR to adopting families. Provide Notice of Action and AAP re-assessment forms as required.
- o. Send all court orders to CONTRACTOR within 30 calendar days after the date of the court hearing.
- p. Retain case management responsibility until finalization of the adoption or dismissal of dependency. Transfer primary assignment on the CWS/CMS application to the CONTRACTOR'S Adoptions Regional Office before closing CWS services case.
- q. Pursuant to Title 22 CCR § 89179(a), the adoption agency shall maintain adequate case records which include:
 - (1) Separate records for each client and for each placement facility studied and used by the agency.
 - (2) Current administrative records in such a form as to provide an index to all cases, including location of all clients under care and of all placement facilities in use.
 - (a) Adoption case records shall be retained by the agency indefinitely. In the event of an agency terminating its adoption services, full case records on all completed adoptions, placements for adoption and children relinquished for adoption shall be forwarded to the

CONTRACTOR for permanent filing and reference. Records and documents shall include those regarding the natural parents, the child and the adoptive parents. Such forwarding by the terminating agency shall be conducted in the manner prescribed by the CONTRACTOR.

3. CONTRACTOR Will:

- a. Assess the child with the COUNTY pursuant to W&IC, Section 361.5 (g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.
- b. Assess the child with the COUNTY social worker approximately 90 days before the 6 month and 12 month review required by W&IC, Section 366.21 and the 18 month review required by W&IC, Section 366.22.
- c. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely, prior to placement or as soon thereafter as possible.
- d. Consult with the COUNTY social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CONTRACTOR will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the COUNTY.
- e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.
- f. Provide assessment of the child before the W&IC, Section 366.26 hearing. This assessment may include a review of the case record, discussions with the COUNTY social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.
- g. Work with the COUNTY to prepare a report for the W&IC, Section 366.26 hearing. The CONTRACTOR report will be submitted to the COUNTY 21 calendar days before the hearing, and shall include:
 - (1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - (2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and

the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

- (3) Unless satisfied by the Resource Family Approval (RFA) process, conduct a preliminary assessment of eligibility and commitment of any identified prospective adoptive parent, particularly the child's caretaker, to adopt the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of adoption
 - (4) An analysis of the likelihood that the child will be adopted if parental rights are terminated.
- h. Be available for contested W&IC, Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.
 - i. If the juvenile court identifies adoption as a permanent goal, it can without terminating parental rights, order the CONTRACTOR to locate an adoptive home for the child within 180 days. This applies only to a child whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, the CONTRACTOR shall contact other private and public adoption agencies about the child's availability for adoption.
 - j. Provide information concerning adoption to prospective adoptive parents including the availability of and requirements for post adoption contact agreements, pursuant to Family Code (FC) Section 8714.7.
 - k. Unless satisfied by the RFA, if necessary, (in cases where the child has been placed cooperatively with another adoption agency) request an adoption homestudy of the identified prospective adoptive family.
 - l. Unless satisfied by the RFA process, approve or deny family adoptive homestudies.
 - m. Prepare the child for adoption. (This may or may not include a placement change.)
 - n. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.
 - o. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and signing adoption placement document or signing documents to change the child's current foster placement status to adoption.
 - p. Promptly notify the COUNTY of the date of adoptive placement and date foster care payment is discontinued. These events may not necessarily occur on the same date.

- q. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and re-assess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.
- r. Assume exclusive care and control of the child for the purpose of supervising the adoptive placement of pursuant to W&IC, Section 366.26 (j) until finalization of the adoption.
- s. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CONTRACTOR will address in its report whether the post adoption contact agreement is in the child's best interest.
- t. Confirm in writing to the COUNTY that the adoption is finalized and request dependency be dismissed. The CONTRACTOR is not authorized to provide the COUNTY with a copy of the final decree of adoption.
- u. Document case management activities in CWS/CMS pursuant to state guidelines.
- v. Conduct other appropriate and necessary permanency planning activities as needed.

L. Services after permanency planning.

1. COUNTY and CONTRACTOR Will:

- a. Jointly assess each child in long-term foster care, no less than 45 days before the 12 month review of the permanent plan pursuant to W&IC, Section 366.3 (d).
- b. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child prior to placement or as soon thereafter as possible.

2. Responsibility for responding to requests for adoption records shall rest with the party in possession of the records as specified in this Scope of Work.

3. COUNTY Will:

- a. Refer the child to the CONTRACTOR for an adoption assessment when indicated pursuant to a joint review.
- b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the agency to carry out its functions. Only documents not previously submitted will be needed.

- c. Make a secondary assignment on the CWS/CMS application to the CONTRACTOR'S Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

4. CONTRACTOR Will:

- a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.
- b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.
- c. Provide case progress reports to the COUNTY 21 calendar days prior to each 6 month review following the W&IC, Section 366.26 hearing until such time as the adoption is finalized or the case is referred to the COUNTY because adoption is no longer the plan for the child.

The case progress report may include:

- (1) A summary of contacts.
- (2) Adjustment of the child to the adoptive home.
- (3) Specific circumstances or problems that affect the child or the placement.
- (4) Progress made in the adoption process.
- (5) Steps needed to complete the adoption.

III. Conflict Resolution Regarding Case Management

The COUNTY and CONTRACTOR will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

- A. The primary social workers from the COUNTY and the CONTRACTOR will meet and confer to resolve differences.
- B. If the primary social workers are unable to resolve differences, the COUNTY supervisor and the CONTRACTOR'S supervisor and primary social workers will meet and confer to resolve differences.
- C. If the supervisors and social workers are unable to resolve differences, the COUNTY Program Manager and the CONTRACTOR'S Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

- D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV. Project Representative

The project representatives during the term of this contract agreement will be:

Carmen George
Adoptions Services Bureau
744 P Street, MS 8-12-31
Sacramento, CA 95814
(916) 651-8106
Fax: (916) 651-8143

Jena Conner
Mendocino County Family & Children's Services
P.O. Box 839
Ukiah, CA 95482
(707) 463-7971
Fax: (707) 463-7960

Changes to the project representative information may be made by written notice to the other party and shall not require an amendment to this Agreement.

PAYMENT TERMS

1. Charges per child will be billed at a weekly rate of \$ 62.00.
2. CONTRACTOR will invoice quarterly the total cost for each active child case and each family case referred to the Adoptions Regional Office for adoption services.
3. Rates are based on the county specific distribution provided in CFL No. 11/12-18.
4. This rate will be claimed up to but not exceeding the amount of the allocation received by the COUNTY.
5. Quarterly billing will be submitted to:

Payments under this agreement shall not exceed \$320,841 for the term of this Agreement.

////////////////////////////////////

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: **California Department of Social Services**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code (CGC), Section 11135-11139.5, as amended; CGC, Section 12940 (c), (h) (1), (i), and (j); CGC, Section 4450; Title 22, California Code of Regulations (CCR), Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act CGC, 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 CONTRACTOR'S 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 CONTRACTOR 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, CONTRACTOR 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

CONTRACTOR Signature

Address of CONTRACTOR: 744 P Street, MS 8-14-747, Sacramento, CA 95814

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

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

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

Deborah Pearce

(Type Name)

California Department of Social Services

(Organization Name)

Chief, Contracts & Purchasing Bureau

(Title)

744 P St., MS 8-14-747
Sacramento, CA 95814

(Organization Address)

(Signature)

(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

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

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

AGREEMENTS

NOW THEREFORE, COUNTY and the CONTRACTOR mutually agree as follows:

I. Privacy and Confidentiality

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

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

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

II. Employee Training and Discipline

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

Addendum A – page 2

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

III. Management Oversight and Monitoring

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

IV. Confidentiality Statement

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

V. Physical Security

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

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

Addendum A – page 3

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

VI. Computer Security Safeguards

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

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

Addendum A – page 4

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

VII. System Security Controls

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

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

Addendum A – page 5

VIII. Audit Controls

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

IX. Paper Document Controls

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

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

X. Notification and Investigation of Breaches

The CONTRACTOR agrees to notify John Martire, Chief Welfare Investigator, at (707) 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.

Addendum A – page 6

XII. Assistance in Litigation or Administrative Proceedings

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

Signature Page

Deborah Pearce
Contractor Name (printed)

Contractor Signature

Chief, Contracts & Purchasing Bureau
Contractor Title

California Department of Social Services
Contractor's Agency Name

Date



Governor Edmund G. Brown Jr.

ATTACHMENT B

February 14, 2017

**STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2017 / JUNE 30, 2018**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink, appearing to read "Trevor DeAnda". The signature is stylized with a large, sweeping "T" and "D".

Trevor DeAnda, CRIS
Associate Risk Analyst
(916) 376-5305
Trevor.DeAnda@dgs.ca.gov



Governor Edmund G. Brown Jr.

ATTACHMENT C

February 14, 2017

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2017 / JUNE 30, 2018**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

A handwritten signature in black ink, appearing to read "Trevor DeAnda", is written over a horizontal line.

Trevor DeAnda, CRIS
Associate Risk Analyst
(916) 376-5305
Trevor.DeAnda@dgs.ca.gov