

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2012, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Redwood Children's 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 Transition Age Youth (TAY) Wellness 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
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination
Exhibit E	Sample Invoice
Appendix A	Certification Regarding Debarment, Suspension, and other Responsibility Matters - lower tier covered transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement

The term of this Agreement shall be from July 1, 2011 through June 30, 2012.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Eighty Thousand Dollars (\$180,000) 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**

By \_\_\_\_\_

John McCowen, Chair and/or  
Dan Hamburg, Vice Chair  
Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By \_\_\_\_\_

Deputy

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: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By \_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Redwood Children's Services

P.O. Box 422

Ukiah, CA 95482

707-467-2000

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

**HEALTH AND HUMAN SERVICES AGENCY**

By \_\_\_\_\_

STACEY CRYER, HHSA Director  
And/or DOUG GHERKIN, HHSA CFO

Date: \_\_\_\_\_

Budgeted: ☒ Yes ☐ No

Budget Unit: 4051

Line Item (Acct String): 86-2189

Org/Object Code: MA CSS

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

**INSURANCE REVIEW:**

RISK MANAGER

By \_\_\_\_\_

KRISTIN McMENOMEY, Director  
General Services Agency

Date: \_\_\_\_\_

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By \_\_\_\_\_

Carmel J Angelo, Chief Executive Officer

Date: \_\_\_\_\_

**Fiscal Review:**

By: \_\_\_\_\_

Deputy CEO/Fiscal

Date

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

**Exception to Bid Process Required/Completed** ☒ **Exception #:** 11-174

## **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. TRAVEL EXPENSES: CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
9. 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 9 shall not extend to any computer software used to create such Documents and Materials.

10. **CONFIDENTIALITY:** CONTRACTOR agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:
  - a. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
  - b. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

Contractor agrees to inform all its employees, agents, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

11. **MONITORING:** CONTRACTOR shall cooperate fully with any utilization review committee established by the COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.
12. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.

13. ABUSE REPORTING REQUIREMENTS:

- a. CHILD ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165(k). This responsibility shall include:

(1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Penal Code Section 11166, to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

(2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

- b. ADULT ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. This responsibility shall include:

(1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Welfare and Institutions Code Section 15630 and 15632, to report adult abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

(2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report adult abuse under Welfare and Institutions Code Section 15630 and 15632, gain knowledge of, or reasonably suspect that an adult has been a victim of abuse or neglect.

14. HIPAA COMPLIANCE: CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold the COUNTY harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations. CONTRACTOR also agrees: patients to whom services are rendered are third-party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to COUNTY reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal

Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

15. ELIGIBILITY FOR SERVICES: The COUNTY shall determine eligibility for receiving services under this agreement.
16. 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.
17. 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 Health and Human Services Agency Mental Health Branch 860 N. Bush St.
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Ukiah, CA 95482  
ATTN: Elaine Boults

To CONTRACTOR: Redwood Children's Services  
P.O. Box 422  
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.

18. 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.
19. 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 discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
  - 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, Vietnam era 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, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - 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 paragraphs a through d (above) in each of its subcontracts.
20. **NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS FOR RECIPIENTS OF MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY:** If applicable, under this agreement, the CONTRACTOR provides assistance or services to any applicant, client, participant or service recipient, hereinafter referred to as "recipient" of the Mendocino County Health & Human Services Agency, the CONTRACTOR shall administer said assistance or service in compliance with the provisions of Exhibit D "Assurance of Compliance with the Mendocino County Health & Human Services Agency Nondiscrimination in State and Federally Assisted Programs" form and shall complete and submit to the COUNTY said form prior to providing said assistance or service under this agreement. CONTRACTOR shall not charge recipients for the use of interpreters and shall insure that recipients covered under the provisions of Exhibit D are not denied or delayed in receiving assistance or services available to the other recipients under this agreement.
21. **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 agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.
22. **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).
23. **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.
24. **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.

25. 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 9 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.
26. 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.
27. 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 shall not exceed \$180,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

28. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the services set forth in this Agreement, or other means of performing the same functions of such services, 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

34. **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.
35. **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.
36. **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 the 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.
37. **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 9), and Conflict of Interest (Paragraph 16), shall survive termination or expiration for two (2) years.
38. **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.

39. 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 38 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 38, 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.

40. 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 agreement. 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]

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## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONTRACTOR shall provide MENTAL HEALTH OUTPATIENT and WELLNESS program services to Transitional Age Youth (TAY) Full Service Partners ("TAY WELLNESS"):

#### **A. MENTAL HEALTH OUTPATIENT services:**

1. All services provided to Medi-Cal beneficiaries must be preauthorized by the Mendocino County Mental Health Managed Care Plan per the Mendocino County Mental Health Plan Organizational Provider Manual.
2. Expected Scope of Services for Transitional-Age Youth (TAY) and adults is 4-6 clients and targets the ages of 21-24 who will mostly be self referrals, but may come from law enforcement and other agencies for persons who have a history of prior mental health needs. (TAY population up to age 21 is served under contract # BOS 11-100).
3. CONTRACTOR will administer Level of Care Utilization System (LOCUS) bi-annually or more frequently if requested by County to all individuals who are submitted for authorization of services. The level of services requested should be consistent with the LOCUS score. If there is an exceptional circumstance, where a Clinician determines a higher need for services, a new LOCUS score and an amended Treatment plan should be sent to the POA with a request for more services.
4. CONTRACTOR will ensure that the "Beneficiary Satisfaction Survey" (Attachment 2) is administered at ninety (90) days from the date of admission and then biannually. The findings will be discussed with the COUNTY and appropriate changes will be made to the client plan. Services will be terminated if the client no longer meets medical necessity. Surveys will be retained by the CONTRACTOR and will be available to the COUNTY within five (5) business days of the request.
5. All Program Billing and Service per Minute Specifications - The billing unit for Medi-Cal services is minutes of staff time provided. The number of clients & units of service for each specific mental health service are projections. During the contract, by arrangement with Mendocino County Mental Health Department, Redwood Children's Services may serve different numbers of beneficiaries in each mental health service category as the needs of the target population are identified. In no case will the contract maximum reimbursement amount be exceeded by Redwood Children's Services.
6. CONTRACTOR may provide services for non-Medi-Cal TAY utilizing other available funding sources.
  - a. CONTRACTOR may establish charges where permitted for services at the

## EXHIBIT A – Page 2

### DEFINITION OF SERVICES

same published rate (see Exhibit B, 1). Fees shall be based upon the patient's ability to pay as specified under the Uniform Method of Determining Ability to Pay (UMDAP) as developed by the State Department of Mental Health, as updated by DMH or successor agency.

### B. TAY WELLNESS PROGRAM SERVICES

#### **Overview**

The CONTRACTOR, in collaboration with Health and Human Services Agency (HHSA) Behavioral Health and Recovery Services, shall provide a supported, independent living experience, through the RCS TAY Wellness Program, for up to six to eight eligible Mendocino County Transition Age Youth (TAY), age 18-24 who are specifically in need of mental health services. The TAY Wellness Program is a *'Full Service Partnership'* providing an array of services. Participants will live independently in apartments, houses, or room rentals with the support and guidance of the CONTRACTOR'S supervising/support staff from its Transitions Program, and mentors within the community to enable them to acquire and practice skills which will prepare them to live successfully on their own. Services provided to TAY will be client-driven, strength-based, recovery-oriented and culturally-competent. The goal of the program is to ensure that these young adults stabilize their housing situations, increase their employability, complete their GEDs and/or enroll in an institution of higher learning, and access community resources that support their physical health and their social and emotional well being. The CONTRACTOR shall make emotional support and crisis intervention available on a twenty-four-hour-a-day, seven-days-per week basis through its Transitions Program and its Children's Therapeutic Services (CTS).

#### **Detail of Services**

1. CONTRACTOR shall obtain approval from the County HHSA Behavioral Health and Recovery Services Branch for referrals and applications for admittance into the TAY Wellness program.
2. CONTRACTOR shall work collaboratively to set up an individualized recovery plan for each TAY to obtain the necessary living skills, as well as physical and mental health resources for successful independence. The individual recovery plans shall include the following topics:
  - a. Independent living skills classes
  - b. Accessing transportation
  - c. Money and financial management skills
  - d. Social skills
  - e. Educational options
  - f. College scholarships
  - g. Vocational training
  - h. Employment support, and



## EXHIBIT A – Page 3

### DEFINITION OF SERVICES

- i. other topics as needed.
- 3. CONTRACTOR shall assist participants with access to community resources and educate participants on the process for following through on accessing services.
- 4. CONTRACTOR shall provide and/or assist the participant in obtaining needed counseling, therapy, and medical treatment through either public or private providers who accept Medi-Cal.
- 5. CONTRACTOR shall secure housing that is close to public transportation services. Should public transportation be unavailable for the immediate needs of the participant, CONTRACTOR shall provide or assist with transportation for program related needs.
- 6. CONTRACTOR shall utilize one or more of the following transitional housing models:
  - a. Single-site transitional model: Participants live in housing at a single location owned or leased by the CONTRACTOR. Supportive services and rental subsidies are provided for a 24-month period. The participants move out of the rental unit at the conclusion of their program participation.
  - b. Scattered-site transitional model: Participants live in housing located in multiple locations in the community that are owned or leased by the CONTRACTOR, or leased by the participant through a housing voucher program, and subsidized by the CONTRACTOR. Supportive services and rental subsidies are provided for a 24-month period. The participants move out of the rental unit at the conclusion of their program participation.
  - c. 'Room for Rent' Model: Participants live in a home in the community on a 'room for rent' basis that includes access to kitchen and bathroom facilities.
- 7. CONTRACTOR shall provide the following services to participants:
  - a. Coordinate and case manage medication monitoring and clinical services in conjunction with the participant's Mental Health Personal Services Coordinator, and CONTRACTOR's Transitions Program staff;
  - b. Assist each participant in meeting the goals within the TAY's recovery plan;
  - c. Provide direction, instruction, transportation, and assistance with shopping and budgeting, as necessary;
  - d. As necessary, monitor, and assist participants with meeting the requirements of the TAY Wellness program, in coordination with the participants' Mental Health Personal Services Coordinator;
  - e. Provide 24-hour crisis stabilization and support, which will include providing each youth with a 24-hour emergency telephone number and coordinating care as necessary with Mendocino County Behavioral Health and Recovery Services Psychiatric Emergency Services (PES) staff.
  - f. Assist participants in meeting medical and mental health support needs;

## EXHIBIT A – Page 4

### DEFINITION OF SERVICES

- g. Assist participants with educational and vocational advocacy and support, including linkages and referrals to vocational programs;
  - h. Encourage participants to seek college or other post-high-school training to better prepare for the future, including actively assisting with applications for admission, and for scholarships and grants;
  - i. Assist participants with job readiness training and support, including collaborating with the County Independent Living Skills Program (ILSP) coordinator (as applicable), Student Aid Commission, Employment Development Department One-Stop Career Centers, and other agencies and programs to enable the participants to complete the goals outlined in the TAY recovery plan;
  - j. Provide services and referrals to build and support relationships with family and community;
  - k. Assist participants in finding or maintaining affordable independent housing as early as possible, and according to the best interests of the participants;
  - l. Provide aftercare services including support groups and referrals to community resources.
8. CONTRACTOR shall disperse funds to each TAY Wellness participant monthly. First month payment and bills shall be prorated according to the participant's first day in the program.
- a. Any participant funds retained by CONTRACTOR on behalf of the participant shall be deposited in an interest-bearing account in a federally insured credit union or any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the participant when he or she leaves the program.
9. CONTRACTOR shall collaborate with the staff of the COUNTY Mental Health Division and/or the coordinator of the Independent Living Skills Program (ILSP) to help each participant develop a plan for transition to independent living.

### **Tracking and Reporting**

10. CONTRACTOR shall use the following method for assessing the needs and progress of the *active* TAY Wellness program participants:
- a. Bio-Psychosocial Assessment
  - b. Ansell-Casey Life Skills Assessment or other assessment tool agreed upon by CONTRACTOR and COUNTY
11. CONTRACTOR shall conduct the above assessments annually for each active participant, and report the results in writing to the TAY Coordinator of the Behavioral Health and Recovery Services Branch of Mendocino County's Health and Human Services Agency (CONTRACTOR shall conduct assessments more frequently if warranted by the participant's circumstances.)

## **EXHIBIT A – Page 5**

### **DEFINITION OF SERVICES**

12. During each individual's participation in the TAY Wellness program, CONTRACTOR shall track the participant's status and progress on the following:
  - a. Educational attainment
  - b. Employment
  - c. Avoidance of dependency
  - d. Homelessness
  - e. Housing and household management
  - f. Parental status
  - g. Incarceration
  - h. High risk behaviors
  - i. Daily living skills
  - j. Substance abuse
  - k. Preventive health and safety activities
  - l. Use of resources
  - m. Interpersonal and self-development skills
  - n. Survival skills
13. CONTRACTOR shall report on the participant's status and progress on the items listed in #12 above verbally at weekly case management meetings.
14. CONTRACTOR shall furnish written reports to the TAY Coordinator of the Behavioral Health and Recovery Services Branch of Mendocino County's Health and Human Services Agency every quarter, to include the following data:
  - a. number of TAY served in the program
  - b. number of admissions to program
  - c. number of exits from program including reasons for exit (e.g. successful completion, discharged for non compliance with plan, voluntary separation, etc)
  - d. number of hospitalizations during program participation
  - e. number of TAY participants attending college classes
  - f. number of TAY participants in employment readiness
15. CONTRACTOR shall offer cash incentives to participants who exit the programs to encourage their participation for two years in post-program surveys about their status related to the items listed in #12 above.
16. CONTRACTOR shall furnish a written report on the results of these surveys and narrative program update to the Deputy Director of the Behavioral Health and Recovery Services Branch once per year by July 31st.

## DEFINITION OF SERVICES

17. CONTRACTOR shall maintain compliance with Welfare and Institutions Code within the framework of the Transitional Housing Program.
18. CONTRACTOR shall comply with California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.).
19. CONTRACTOR shall comply with state and federal fair housing laws.
20. To the extent possible, CONTRACTOR shall not have staff who provide Medically Necessary Mental Health Services also allocate time and be paid from funds dedicated to the WELLNESS program. When dual roles cannot be avoided, scheduled blocks of time devoted to WELLNESS activities must be established in advance and communicated to COUNTY's Administrative Services Manager for the Behavioral Health and Recovery Services Branch. Service billing to Medi-Cal cannot be performed during hours scheduled for WELLNESS program activities. Such staff must keep signed daily time records to account for the funding related to the daily service periods, and use of paid leave time by such staff must be prorated between WELLNESS and MEDICAL activities according to the predetermined regular schedule.

21. All employees of CONTRACTOR's Transitions Program shall have Child Abuse Clearances, a criminal background check, and cleared fingerprints from the Department of Justice (DOJ), and the Federal Bureau of Investigations (FBI), according to Title 22 Community Care Licensing regulations.
22. CONTRACTOR's employment criteria shall include consideration of each candidate's drug or alcohol history, and experience working with transition-age youth.
23. CONTRACTOR shall provide a training program to educate employees who work directly with TAY Wellness participants. Training will include:
  - a. New staff orientation
  - b. Transitions Programs training
  - c. On-going, in-service training

End of Exhibit A

[illegible]

## **EXHIBIT B**

### **PAYMENT TERMS**

COUNTY will pay CONTRACTOR as per the following instructions:

#### **I. Medically Necessary Mental Health Services**

##### **A. Reimbursement Rates**

1. Assessment / Plan Development / Case Conferencing  
Therapy (Individual, Group & Family) / Collateral Services  
Rehabilitation Services (Individual & Group) @ \$2.61 per minute
2. Case Management Linkage @ \$2.02 per minute

B. At the time of payment, COUNTY shall invoice CONTRACTOR in an amount of fifteen percent (15%) of total payment for administrative services. CONTRACTOR shall reimburse COUNTY within thirty (30) days of receipt of invoice.

C. Billing for services is to be completed as per instructions in Mendocino County Mental Health Branch Policy and Procedure II.D-8, "Claims Processing and Payment to Contract Provider under the Mental Health Medi-Cal Managed Care Plan".

D. **AUDIT EXCEPTIONS:** CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate COUNTY, State or Federal audit agencies occurring as a result of its performance of this Agreement. CONTRACTOR also agrees to be liable for audit exceptions due to inadequate documentation as per medical necessity documentation requirements. CONTRACTOR also agrees to pay to the COUNTY within sixty (60) days of demand by COUNTY the full amount of the COUNTY'S obligation, including penalties, if any, to the State and/or Federal government resulting from any audit exceptions, to the extent such are attributable to the CONTRACTOR'S failure to perform properly any of its objectives under this Agreement. If CONTRACTOR fails to reimburse the COUNTY within the time period, the COUNTY may offset the unpaid amount against any sums due from the COUNTY to CONTRACTOR pursuant to this Agreement or obligation.

E. CONTRACTOR shall provide COUNTY with an annual Cost Report in the appropriate format for submission to the State of California, Department of Mental Health for Medi-Cal reimbursement.

## PAYMENT TERMS

- A. Contractor shall invoice County for program's actual expenses monthly within 45 days of the end of the month being invoiced, in the format of the attached sample invoice (exhibit E)
- B. The maximum MHSA funds committed by COUNTY under this contract, is \$140,000. These funds may be used to provide matching funds for Medi-Cal-billable services, provide medically necessary services to non-Medi-Cal beneficiaries, and to provide TAY Wellness Services as described in the Definition of Services, Exhibit A of this contract.
- C. CONTRACTOR agrees that COUNTY shall reduce this \$140,000 allocation monthly in the amount required to serve as local match for Medi-Cal-eligible services.

[illegible]

## **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 certificate(s) of insurance evidencing malpractice insurance coverage for CONTRACTOR and his employee(s) in an amount, which is no less than \$1,000,000 in a form acceptable to the COUNTY.

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.

EXHIBIT D  
**CONTRACTOR ASSURANCE OF COMPLIANCE WITH**  
THE MENDOCINO COUNTY  
HEALTH & HUMAN SERVICES AGENCY

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

---

NAME OF CONTRACTOR: **Redwood Children's 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 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  
P.O. Box 422, Ukiah California  
Address of CONTRACTOR

\_\_\_\_\_  
CONTRACTOR Signature



## Exhibit E

### Sample Invoice

<b>Bill to</b>
Mendocino County HHSA Behavioral Health and Recovery Services Attn: Zoy Kazan, Deputy Director 1120 S. Dora Street Ukiah, CA 95482

<b>Date</b>	<b>Invoice No.</b>

	<b>AMOUNT</b>
Beginning Balance of MHSA Funds	
Less Local Funds to Leverage Medi-Cal for the Month	
Less TAY Wellness Expenses	
Other Adjustments	
<b>Ending Balance of MHSA Funds</b>	

DESCRIPTION		AMOUNT
<b>TAY WELLNESS PROGRAM CONTRACT BILLING</b>		
• Administrative Expenses		
• Staffing Expenses		
• Operating Expenses		
• Direct Client Expenses		
	No. of Minutes	
• Non-Medi-Cal Billable Mental Health Services @\$2.61/min.		
• Non-Medi-Cal Billable Case Management Services @\$2.02/min.		
<b>Total TAY Wellness for Billing Period</b>		

<b>NAMES OF CLIENTS SERVED IN THIS BILLING PERIOD</b>	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

## 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.

\_\_\_\_\_  
Camille Schraeder  
(Type Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Redwood Children's Services  
(Organization Name)  
P.O. Box 422, Ukiah, CA 95482  
\_\_\_\_\_  
(Organization Address)  
\_\_\_\_\_  
(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**, DHCS 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:

- 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:

- A. 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.

## **Addendum A – page 3**

- 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.
- 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](http://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

## **Addendum A – page 4**

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.
- 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:

- J. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. 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.
- L. 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.
- M. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. 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

## **Addendum A – page 5**

O. encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

O. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

### **VIII. Audit Controls**

P. 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:

A. 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.

**Addendum A – page 6**

**Signature Page**

Camille Schraeder

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Contractor Signature

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Executive Director

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Redwood Children's Services

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Date