

AGREEMENT FOR MEDICAL CONSULTANT SERVICES  
(CALIFORNIA CHILDREN'S SERVICES PROGRAM)  
COUNTY OF YOLO  
COUNTY OF MENDOCINO

This Agreement ("Agreement"), dated as of July 1, 2013 through June 30, 2015; ("Effective Date") is by and between the County of Yolo, a political subdivision of the State of California (hereinafter "Yolo"), and the County of Mendocino, a political subdivision of the State of California (hereinafter "Mendocino").

WITNESSETH

WHEREAS, Yolo and Mendocino each operate an independent California Children's Services (CCS) Program, and

WHEREAS, Mendocino is in need of the services of a qualified CCS Medical Consultant, and

WHEREAS, Yolo operates its CCS Program under the medical supervision of its Medical Consultant Constance J. Caldwell, M.D., ("Medical Consultant"), and Yolo is willing to provide certain medical consultant services to Mendocino, as specified herein, and

WHEREAS, in the judgment of the parties, it is necessary and desirable for Yolo to provide, and Mendocino to use, the services of Yolo's Medical Consultant for Mendocino's CCS Program, and

WHEREAS, each party affirms its intent to comply with all applicable laws, including but not limited to Title 22 and the Health Insurance Portability and Accountability Act (HIPAA). With respect to HIPAA, each party represents to the other that its CCS Program is a covered entity.

NOW, THEREFORE, in consideration of the mutual promises set forth below, Yolo and Mendocino hereby agree as follows:

AGREEMENT

1. Scope of Services.

Yolo shall provide CCS Medical Consultant services to Mendocino as further described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Description of Services"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation. Both counties shall cooperate in the performance of all work hereunder.

1.3 Performance Standard. CCS Medical Consultant services shall be performed in a manner consistent with the level of competency and standard of care normally observed by a CCS Medical Consultant practicing in the profession. If Mendocino determines that any of the work performed hereunder is not in accordance with such level of competency and standard of care, it shall have the right to meet with Dr. Caldwell and/or Yolo's representative to review the quality of the work

and resolve matters of concern, or (b) terminate this Agreement pursuant to the provisions of Article 4.

1.4 Assigned Personnel.

a. The Medical Consultant is deemed by both parties to be a key person whose services were a material inducement to Mendocino to enter into this Agreement, and without whose services Mendocino would not have entered into this Agreement. Yolo shall not remove, replace, substitute, or otherwise change key personnel without the prior written consent of Mendocino.

b. In the event that the Medical Consultant becomes unavailable due to resignation, sickness or other factors outside of Yolo's control, Yolo shall have no further obligation, and the Agreement may be terminated immediately upon notice to Mendocino.

1.5 Facilities. The parties anticipate that most of the services required of the Medical Consultant pursuant to this Agreement will be provided remotely, with the Medical Consultant located in or working out of Yolo facilities, but that some services will be provided with the Medical Consultant located in or working out of Mendocino facilities. With this in mind, Yolo will provide appropriate space necessary and appropriate for all services performed by the Medical Consultant pursuant to this Agreement while the Medical Consultant is located in or working out of Yolo facilities, and Mendocino will provide appropriate space necessary and appropriate for all services performed by the Medical Consultant pursuant to this Agreement while the Medical Consultant is located in or working out of Mendocino facilities, each including but not necessarily limited to work space, phone and internet connection, including not necessarily limited to furnish office space, telephone, reception services, routine clerical services, document copying, and facilities to allow communication with the Mendocino's electronic Information Technology Systems and other routine, ordinary office requirements and procedures necessary to maintain the level of service to be rendered hereunder within the terms of this Agreement.

2. Payment.

For all services and incidental costs required under Article 1, Yolo shall be fully reimbursed in accordance with Exhibit B. In addition, Mendocino shall reimburse Yolo for the actual cost of lodging for each day in which Medical Consultant performs duties at or on behalf of Mendocino. Mendocino shall reimburse Yolo for Medical Consultant meals for the purpose of performing duties pursuant to this Agreement. When the Medical Consultant is performing on behalf of both Yolo and Mendocino (e.g., conference attendance), Yolo and Mendocino shall split all incurred costs and expenses at a ratio determined by Time Study reflective of actual time spent working on each county's program(s), estimated to be 80% payable by Yolo and 20% payable by Mendocino during FY 13-14 and FY 14-15. In no case shall reimbursement for lodging and meals exceed State approved travel and per diem allowances without prior written consent of Mendocino's Public Health Services Director. Yolo shall be reimbursed 100% for mileage at Yolo's standard mileage and per diem rates for travel to and from Mendocino for services pursuant to this Agreement. Yolo shall be reimbursed 50% for mileage at Yolo's standard mileage and per diem rates for travel to and from Children's Regional Integrated Services System (CRISS)-related activities.

The total contract maximum payment to Yolo shall not exceed One Hundred Twenty-Three Thousand Two Hundred and Eighty-Eight Dollars (\$123,288).

3. Term of Agreement. The term of this Agreement shall be from July 1, 2013 to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to the other party.

5. Indemnification.

Except as provided below, each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Notwithstanding the foregoing, the parties recognize and agree that Yolo County has no obligation to enter into this Agreement, and has had no role in the construction, equipment selection or staffing of the CCS Program, and that Mendocino has budgetary control of the Mendocino County CCS Program. Therefore, the parties expressly agree that Mendocino County shall continue to be responsible for the CCS Program in the same manner and degree as if medical oversight were provided by its own employee. Mendocino County shall provide professional liability insurance for the Medical Consultant as further provided below, and shall indemnify, defend, protect hold harmless and release Yolo County, its officers, agents and employees from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of the Medical Consultant in carrying out the responsibilities of a CCS Medical Consultant as specified in Exhibit A.

6. Insurance. With respect to performance of work under this Agreement, each party shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance or self- insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Yolo's insurance shall cover Medical Consultant, who will remain an employee of Yolo. Mendocino's insurance shall cover all Mendocino employees and volunteers. Said policy shall be endorsed with the following specific language requiring notice to the other party:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the County of Yolo Health Department, or of Mendocino Health and Human Services Agency – Public Health Branch.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general

liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. The other party (i.e., County of Yolo, or County of Mendocino, as appropriate) its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the other party [County of Yolo or Mendocino, as appropriate] with respect to any insurance or self-insurance programs maintained by the County.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the other party [County of Yolo Health Department, or of Mendocino Health and Human Services Agency – Public Health Branch, as appropriate].

6.3 Automobile Insurance. County of Yolo shall provide automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Mendocino, Health and Human Services Agency – Public Health Branch.

6.4 Professional Liability Insurance. Mendocino County shall provide Professional liability insurance for all activities of Medical Consultant arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Yolo Health Department.

Yolo County shall provide Professional liability insurance for all activities of Medical Consultant arising out of or in connection with his activities as Medical Consultant of the Yolo County CCS Program in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Mendocino Health and Human Services Agency – Public Health Branch.

6.5 Documentation. Each party shall submit the following documentation to the

other Party's Health Department:

- a. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Each party agrees to maintain current Certificates of Insurance evidencing the above-required coverage's, limits, and endorsements on file with the other Party for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon either Party's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.
- d. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6.6 Policy Obligations. Neither party's indemnity and other obligations shall be limited by the foregoing insurance requirements.

6.7 Material Breach. If either party, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. The aggrieved Party may terminate this Agreement and obtain damages from the other Party resulting from said breach. Alternatively, the aggrieved Party may purchase such required insurance coverage, and without further notice to the other party, may recover such sums from the other Party, or offset or deduct them from any other sums due to the aggrieved Party.

7. Prosecution of Work. The execution of this Agreement shall constitute authority for both Parties to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for performance of this Agreement shall be extended by a number of days equal to the number of days of such delay.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount, paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that Yolo and Mendocino County personnel are without authorization to authorize extra or changed work or waive Agreement requirements except as expressly stated in this Agreement.

9. Representations of Counties.

9.1 Standard of Care. Yolo hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable

professional practices and standards as well as the requirements of applicable federal, state and local laws.

9.2 Counties as Independent Contractors: Medical Consultant is not to be considered an agent or employee of Mendocino, except to the extent, manner and degree expressly set forth in this Agreement or any Exhibit hereto, or as necessary to comply with applicable laws and regulations. Medical Consultant is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Mendocino provides its employees.

9.3 Records Maintenance. Each Party shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement or related to CCS Program operations, and, except as prohibited by law, shall make such documents and records available to the other party for inspection at any reasonable time. Each Party shall maintain such records for a period of six (6) years following completion of work hereunder.

9.4 Conflict of Interest. Each Party covenants that in the performance of this Agreement no person having any prohibited conflict of interest shall be employed.

9.5 No Suspension or Debarment. Each County warrants to the other that it is not now debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal or state department or agency such that its performance under this Agreement would affect either county's ability to claim federal reimbursement for laboratory or any other services. Each County also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. Each party agrees to notify the other immediately of any federal action in the nature of disbarment, suspension or exclusion against it or any of its employees involved in performing services under this Agreement.

9.6 Nondiscrimination. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 HIPAA Compliance. Each party shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and applicable regulations promulgated thereunder in the performance of this Agreement. Each party also agrees 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 the other party reports of unauthorized use or disclosure; to provide patients with access to their own health information as required by law; to make protected information available to the Federal Department of Health and Human Services as required by law; to implement internal compliance policies and procedures as required by law; and to ensure appropriate correction or amendment of records as required by law. A failure by either party to adhere to these provisions shall be a material breach of this Agreement and may result in the termination of this Agreement pursuant to Section 6.7 of this Agreement.

9.8 Abuse Reporting Requirements. Each party agrees to comply with the California Child Abuse Reporting Laws and applicable regulations promulgated thereunder in the

performance of this Agreement. Each party agrees to 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). Each party further agrees to ensure that all known or suspected instances of adult abuse, as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. A failure by either party to adhere to these provisions shall be a material breach of this Agreement and may result in the termination of this Agreement pursuant to Section 6.7 of this Agreement.

9.9 Medi-Cal Data Privacy and Security. Each party shall comply with the MEDS Privacy and Security Agreement and applicable regulations promulgated thereunder, as specified in Addendum A, in the performance of this Agreement. A failure by either party to adhere to these provisions shall be a material breach of this Agreement and may result in the termination of this Agreement pursuant to Section 6.7 of this Agreement.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice. All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service, addressed as follows:

TO YOLO COUNTY:

Jaime Ordonez  
CMS Program Manager  
County of Yolo, Health Department  
137 N. Cottonwood St., Ste. 2300  
Woodland, CA 95695  
(530) 666-8958  
Facsimile (530) 666-1283

TO MENDOCINO COUNTY:

Sharon Convery  
CMS Program Manager  
Mendocino County Health and Human  
Services Agency – Public Health Branch  
1120 South Dora Street  
Ukiah, CA 95482  
(707) 472-2692  
Facsimile (707) 472-2735

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this paragraph.

12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

12.3 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.4 Services for Others. Yolo is free to perform services to other agencies or entities during the term of this Agreement.

12.5 Non-discrimination. Yolo and Mendocino shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All non-discrimination rules or regulations required to be included in this Agreement are incorporated by this reference.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.



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

COUNTY OF MENDOCINO

CONTRACTOR/COMPANY NAME

By \_\_\_\_\_  
Dan Hamburg, Chair and/or  
John Pinches, 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: \_\_\_\_\_

**HEALTH AND HUMAN SERVICES AGENCY**

By \_\_\_\_\_  
STACEY CRYER, HHSA Director

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

Budgeted: ☒ Yes ☐ No

Budget Unit: 4080

Line Item (Acct String): 862189

Org/Object Code: CHCCADM

Grant: ☐ Yes ☒ No

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

**INSURANCE REVIEW:**

RISK MANAGER

By \_\_\_\_\_  
KRISTIN McMENOMEY, Director  
General Services Agency

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

By \_\_\_\_\_

Signature

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

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

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

**NAME AND ADDRESS OF CONTRACTOR:**

Jaime Ordonez-CMS Program Manger  
137 N. Cottonwood, Suite 2300  
Woodland, CA 95695  
Phone: (530) 666-8958

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:

Thomas R. Parker, 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 #:** 13-21

## EXHIBIT A

### DESCRIPTION OF SERVICES: CCS MEDICAL CONSULTANT RESPONSIBILITIES

The CCS MEDICAL CONSULTANT is responsible for the medical oversight and determination of medical eligibility for the CCS Program. The CCS Medical Consultant shall report to the Mendocino County CCS Director related to the services provided under this Agreement, and continue to be supervised by the Yolo County Health Director. The Medical Consultant must be available to provide on-site, telephone, or electronic consultation as needed.

Using skilled medical professional expertise, the Medical Consultant shall carry out the following:

- a) Consult regarding initial medical eligibility, including Medical Therapy Program (MTP) eligibility, as well as medical eligibility for complex program benefits, including services for which program policy may not be clear.
- b) Provide consultation to CCS staff regarding medical eligibility and treatment pathways. Provide interpretation of medical reports for CCS staff for comprehensive case management.
- c) Consult regarding projected medical expenditures, in the process of financial eligibility determination, for children whose family income is over \$40,000 as necessary.
- d) Interpret CCS program standards, policy letters, & medical care decisions for physicians and other health care professionals.
- e) Review denials or Notice of Actions (NOA) related to medical eligibility or benefits.
- f) Furnish medical decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies. Assist CCS Director on the preparation of the 1st level appeal response. Participate, as requested, in fair hearings on medical cases.
- g) Review medical implications of legislation when appropriate, for application to Mendocino County CCS.
- h) Review literature and research articles to apply up-to date knowledge in delivery of CCS health care services. Provide related in-service training to staff.
- i) Participate in planning and implementation of program wide QI/QA activities.
- j) The Medical Consultant will represent Mendocino County at Medical Consultant meetings and trainings. An information sharing meeting/teleconference will be held with CCS personnel within 2 months after each regional and statewide meeting.

The schedule for Medical Consultant will be mutually agreed upon between the Medical Consultant and the CCS Director, not to exceed Section 2, Payment, of the Agreement. At minimum, Medical Consultant will provide on-site services at least once per quarter. Exact dates and times will be set by the Medical Consultant.

## EXHIBIT B

### PAYMENT OF SERVICES:

Mendocino will reimburse Yolo for Mendocino County's share of actual costs (compensation and expenses) incurred by Yolo in the employment (.20 FTE) of the Medical Consultant during FY 13-14 and FY 14-15. Time worked for Mendocino County will be determined by Time Study which reflects actual time worked on each County's programs; estimated to be 20% for Mendocino County and 80% for Yolo County.

Yolo County shall be reimbursed 100% for mileage at Yolo's standard mileage and per diem rates for travel to and from Mendocino County for services pursuant to this Agreement. Yolo shall be reimbursed 50% for mileage at Yolo's standard mileage and per diem rates for travel to and from Children's Regional Integrated Services System (CRISS)-related activities. In no case shall reimbursement for lodging and meals exceed State approved travel and per diem allowances without prior written consent of Mendocino's Public Health Services Director.

These costs are currently estimated as follows:

	<b>7/1/13 to 6/30/14</b>	<b>7/1/14 to 6/30/15</b>
Dedicated Hours (Full-Time Equivalent)	0.20 FTE	0.20 FTE
Compensation (Salary & Benefits)	\$ 42,050	\$ 43,860
Fiscal Support	\$ 5,500	\$ 5,610
Expenses (Facilities & Indirect)	\$ 7,825	\$ 8,243
Travel	\$ 4,800	\$ 5,400
Total	<u>\$ 60,175</u>	<u>\$ 63,113</u>

However, it is understood and agreed that these are good faith estimates only, that these amounts are subject to periodic increases due to inflation and other cost increases, and that billings and payments will be based upon the actual costs incurred by Yolo in employing the Medical Consultant. Yolo will notify Mendocino of any anticipated cost increases.

Mendocino will also pay for all other expenses as expressly set forth elsewhere in this Agreement.

The maximum amount payable pursuant to this Agreement shall not exceed One Hundred Twenty-Three Thousand Two Hundred and Eighty-Eight Dollars (\$123,288) unless modified as set forth elsewhere in this Agreement.

Exhibit B – Page 2

Yolo will send billings on a quarterly basis, in arrears, to the following address:

Sharon Convery, Director California Children's Services  
Mendocino County Health and Human  
Services Agency – Public Health Services  
1120 South Dora Street  
Ukiah, CA 95482  
(707) 472-2692  
Facsimile (707) 472-2735

Mendocino shall make payments to Yolo within thirty (30) days of Yolo's submission of a quarterly bill documenting costs incurred during the preceding quarter.

Payments shall be sent to the following address:

Yolo County Health Department  
137 N. Cottonwood Street, Suite 2100  
Woodland, CA 95695  
Attention: Fiscal Department

## **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.
- 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 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 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**



- A. 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 (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.

#### **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.