

**AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
SOLUTIONS WEST**

This agreement is entered into between the County of Tehama, through its Department of Social Services, (“County”) and SolutionsWest (“Contractor”) for the purpose of providing temporary Medi-Cal Support Services.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit D, and agrees to terms identified in Debarment, Suspension, and Other Responsibility Matters, Exhibit C, attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “C” after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$250,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice (Exhibit D) for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2026 and shall terminate June 30, 2027, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

10. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

11. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses

(including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or

contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:	NOTICES TO CONTRACTOR:
Bekkie F Emery Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Renée Carter, President & CEO SolutionsWest PO Box 162639 Sacramento CA 95816 916-765-7886
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	PERSON RESPONSIBLE FOR REPORTING:

Elaina Silva, Eligibility Program Manager, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to esilva@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4076 Fax: 530-527-5410	Cale Bryan, Managing Director SolutionsWest PO Box 162639 Sacramento CA 95816 916-342-8231
INVOICES SUBMITTED TO COUNTY:	PERSON RESPONSIBLE FOR INVOICING:
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410 OR email to: AccountsPayable@tcdss.org	Renée Carter, President & CEO SolutionsWest PO Box 162639 Sacramento CA 95816 916-765-7886

Notice shall be deemed to be effective two days after mailing.

20. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

21. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

23. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement

agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

28. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through F, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

29. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

30. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.

2. Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

31. **SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

32. **CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide temporary Medi-Cal support services. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

- 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

34. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is

discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

35. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The County may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

36. **MISCELLANEOUS PROVISIONS**

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

37. **DUPLICATION OF SERVICES AND REFERRALS**

Contractor, Contractors' employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TENAMA

Date: 5/15/20


Bekkie F. Emery, Director

SOLUTIONSWEST

Date: 05/15/2026


Renée Carter, President & CEO

135342
Vendor Number

5013-53230
Budget Account Number

93.778
Federal Funding CFDA #

EXHIBIT A
INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B
NONDISCRIMINATION CLAUSE

The Contractor agrees to comply with Title VI 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; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 35], 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 age, sex, color disability, national origin, race, marital status, religion or political affiliation 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 HERREBY GIVES 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 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 THE ASSURANCE, the 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 the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT C
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

- A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
 - ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
 - iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility
- C) Is 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 listed above in paragraph (B) (i-iv) of this agreement.
- D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.
- E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.
- F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

EXHIBIT D
SCOPE OF WORK



P.O. Box 162639 | Sacramento, CA 95816-2639
916.765.7886 | www.solutionswest.com

Medi-Cal Support Services

Proposal to: Tehama County Social Services

March 30, 2026

New Contract Quote – FY 26/27

Overview

SolutionsWest and Tehama County Social Services have a strong history of collaborating for Medi-Cal Support Services to increase county capacity. These services have allowed the county to process a higher volume of Medi-Cal applications and renewals, promoting timely services for Tehama residents.

SolutionsWest is ideally suited to continue providing these services, given our experience with Medi-Cal support projects, staff qualifications, and subject matter expertise. The SolutionsWest team includes former county staff with decades of experience providing client services for various programs such as Medi-Cal, CalFresh, CalWORKs, and General Assistance.

To increase Medi-Cal application and renewal processing capacity, SolutionsWest will quickly mobilize to assist with data entry and case follow-up activities, resulting in the timely and accurate issuance of client benefits.

Deliverables

- 1. Remote Medi-Cal Support Services
- 2. Weekly Productivity Reports

SolutionsWest Roles and Responsibilities

The following roles make up the SolutionsWest project team:

Role	Responsibility
Supervisor (1)	The Supervisor provides oversight and conducts case quality reviews for 100% of cases assigned. They will also provide policy and process guidance to Support Specialists and provide a Weekly Productivity Report to management.
Support Specialist (3)	Support Specialists conduct Medi-Cal processing assistance through various actions. These actions include reviewing renewal packets, contacting clients to complete phone interviews, sending the appropriate form(s) requesting additional verification(s) as required by program/county policy, and updating data collection pages in CalSAWS.

SolutionsWest Project Responsibilities

SolutionsWest will provide the following services to complete the project successfully.

- 1. Conduct all onboarding and support services remotely.
- 2. The Supervisor will oversee the Support Specialist team, distribute work, and conduct quality reviews.
- 3. The Supervisor delivers Weekly Productivity Reports that include:
 - a. Cases reviewed
 - b. Hours expended
 - c. Issues, risks, and any other items deemed necessary.
- 4. Support Specialist will:
 - a. Review and provide the appropriate updates for Medi-Cal renewals and applications.
 - b. With the appropriate connectivity, image client verification documents through virtual print and index documents/verifications received as appropriate per county policy.

- c. Process system tasks including, but not limited to, sending first or second requests for documents/verifications, updating Applicant/Recipient Income and Eligibility Verification System (IEVS) reports, updating data related to address change, age change, income change, change reported, Medi-Cal 355 form, Renewal reports, Other Health Coverage (OHC) change, and conducting phone interviews with customers directly.
 - d. Contact customers as needed to obtain necessary documentation and to clarify information to complete the work assigned.
 - e. Entering all required journal records on all actions performed.
5. The Supervisor will:
- a. Provide daily operational oversight of all Support Specialists.
 - b. Serve as an escalation point for county leadership.
 - c. Interface with county leadership on items including, but not limited to, work quality, policy, productivity, budget, and resource staffing.
6. Confidentiality
- a. Each SolutionsWest project team member will sign and comply with the terms of the county Confidentiality Agreement.
 - b. The SolutionsWest project team will oversee that work and documents remain secure and compliant with Personal Identification Information (PII) requirements.

County Project Responsibilities

Tehama County will provide project personnel, devices, data system credentials, and appropriate oversight to complete the project successfully.

Additional county responsibilities include:

- 1. Provide guidance and communication for county-specific business processes and policies that relate to the Medi-Cal program.
- 2. Provision laptops and cell phones that can securely access the county network and all systems required – CalSAWS, CalHEERS, MEDS.
- 3. Allow pick-up and drop-off of county devices via courier.
- 4. Establish a program and technical single point of contact for SolutionsWest staff.
- 5. Distribute case assignments weekly or as needed.
- 6. Review and authorize final Medi-Cal eligibility determinations.
- 7. Establish remote sign-on access to California State Automated Welfare System (CalSAWS), Medi-Cal Eligibility Data Systems (MEDS), and California Healthcare Eligibility, Enrollment, and Retention System (CalHEERS) for all assigned staff.
- 8. Review Weekly Productivity Reports

Cost & Payment Schedule

SolutionsWest proposes an all-inclusive hourly service fee by resource type. Payment for services is invoiced monthly for actual hours worked within thirty (30) days of the services provided.

Medi-Cal Support Services - Tehama - July 2026 (FY 26/27)									
Resources		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26		
Type	Rate	Hours						Total Hours	Total Cost
Supervisor	\$80.00	160	160	160	160	160	108	908	\$ 72,640.00
Support Specialist	\$65.00	160	160	160	160	160	108	908	\$ 59,020.00
Support Specialist	\$65.00	160	160	160	160	160	108	908	\$ 59,020.00
Support Specialist	\$65.00	160	160	160	160	160	108	908	\$ 59,020.00
Maximum Hours Per Month		640	640	640	640	640	432	3632	\$ 249,700.00
								Service Hour Total	\$ 249,700.00

INFORMATION SYSTEM PRIVACY AND SECURITY

For purposes of this Agreement, a County information system shall be defined as any information system to which the Contractor is given access by the County.

Contractor's access to County information systems is permitted only for persons and cases assigned to County as a result of the express written consent to gain such access being provided to Contractor by County through the execution of this Agreement. In the event that Contractor personnel gain access or are exposed to information not belonging to County, Contractor shall treat this as a security incident and notify the County accordingly.

Contractor agrees to review access provided to all Contractor personnel at least once per month and notify County of any changes required. Contractor agrees to notify County of any Contractor personnel who no longer require access to the County system immediately, but no later than 24 hours of that access no longer being required. Contractor agrees that this notice is required for reasons including but not limited to termination, transfer, reassignment of duties, or any other reason for which access is no longer required.

Upon request, Contractor must provide County with a current list of Contractor personnel and (sub)contractors, including job descriptions, with privileges to view and utilize data in County information systems.

Contractor shall ensure that accounts assigned to individuals for the purposes of accessing County information will only be used by the individual to whom they are assigned.

County may, at its sole discretion, revoke access provided to any Contractor personnel or (sub)contractor for any reason at any time, without prior notice.

Contractor shall adhere to security and confidential provisions outlined in this Agreement for the protection of any information exchanged between Contractor and County or County information systems. Contractor agrees to report within one hour of becoming aware of any data breach or security incident as defined below:

Data Breach - defined as the actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any situation where persons other than the authorized users and for other than authorized purposes have access or potential access to personally identifiable information from a County information system.

Security Incident – defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information, or interference with the operations of any County information system.


Contractor agrees to assist County in performing security audits and compliance assessments. These audits and assessments may involve compliance review questionnaires, and/or review of Contractor managed facilities, systems, books, and records.

Contractor agrees to ensure that all Contractor personnel and (sub)contractors complete County supplied Confidentiality Expectations and Safeguards training prior to being giving access to County systems. This training must be repeated annually or as deemed necessary by the County.

Contractor shall comply with the Confidentiality Expectations and Safeguards Policy, as shown in Exhibit E.

Contractor shall conduct a background screening of any Contractor personnel or (sub)contractor that is granted access to County information systems. The background screening shall be commensurate with the risk and magnitude of harm that Contractor personnel or (sub)contractor could cause, with more stringent background screening for positions authorized to bypass significant technical and operational security controls. Contractor shall provide County with the documented result of each personnel or (sub)contractor background screening (pass/fail result) prior to access being granted by County to any County information system.

EXHIBIT E

 <p>Tehama County SOCIAL SERVICES ASSIST • EMPOWER • PROTECT</p>	POLICY & PROCEDURE		
	Branch: All Staff	<input type="checkbox"/> New	Program: Privacy and Security
	Date: May 1, 2025	<input checked="" type="checkbox"/> Revised	
Title: Confidentiality Expectations, Safeguards, Incident Reporting and Acknowledgment			

PURPOSE

The purpose of this policy is to:

- Define Confidentiality;
- Describe the sensitivity of confidential information including but not limited to Personally Identifiable Information (PII) and Social Security Administration (SSA)-provided information;
- Describe proper use and protection and unacceptable use of confidential information including but not limited to PII and SSA-provided information;
- Describe required Security and Privacy Safeguards including rules of behavior concerning use and security in systems processing confidential information including but not limited to PII and SSA-provided information;
- Describe proper disposal of confidential information including but not limited to PII and SSA-provided information;
- Describe Security Incident Reporting requirements;
- Provide basic understanding of procedures to protect the network from malware attack;
- Provide awareness of spoofing, phishing and pharming, and network fraud prevention;
- Describe enforcement of policies including criminal or civil penalties, sanctions or administrative actions that could be imposed for failure to comply with privacy policies and procedures;
- Serve as an attestation of understanding and certification of receipt of the information enclosed within this policy for each employee.

Definitions:

Breach	Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
Federal Tax Information (FTI)	Includes tax returns or return information received directly from the Internal Revenue Service (IRS) or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, or Centers for Medicare and Medicaid Services , or another entity acting on behalf of the IRS pursuant to internal Revenue Code (IRC) 6103(p)(2)(B) Agreement. The following is not FTI, but still considered PII and subject to confidentiality rules: A taxpayer provides his or her own tax information or a banking institution or employer provides the information, this information is not FTI (CDSS ACL 16-106). Treasure Offset Program (TOP) commonly referred to as Tax Intercept is authorized under 31 USC 3720A and is not considered FTI.
Malicious Software (Malware)	Software designed to cause damage to a single computer, server, or an entire computer network. Also known as malware, malicious software is most often installed on the computer without the user’s knowledge.
Pharming	A scamming practice in which malicious code is installed on a personal computer or server, misdirecting users to fraudulent Web sites without their knowledge or consent.

Phishing	The scamming of users by sending emails or creating false web pages that are designed to collect an individual's personal information.
Personally Identifiable Information (PII)	Information directly obtained in the course of performing administrative function on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual.
Security Violation	An act from within an organization that bypasses or disobeys security policies, practices, or procedures.
Spoofing	A type of scam where an intruder attempts to gain un authorized access to a user's system or information by pretending to be the user.
SSA-Provided Data/Information	Information under the control of SSA provided to an external entity under the terms of an information exchange agreement with SSA. Example: Information from MEDS.
Vishing (Voice Phishing)	A phishing attack that uses phone calls, voice messages, or text messages to trick users into sharing sensitive information.

POLICY

What is Considered Confidential?

The determination of what or when information is privileged or confidential can be complicated. In any situation not specifically authorized in this policy, staff must discuss the request with their Supervisor prior to providing or denying access to the requested information. The Supervisor and Manager may, in turn, consult with a Deputy Director and the Deputy Director may contact Tehama County Counsel prior to providing or denying access.

In general, all applications and records concerning any individual in connection with the administration of public social services shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of that program, or any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of that program. All information both written and oral concerning the name, address or circumstances of any individual is considered confidential and must be safeguarded.

The California Department of Social Services (CDSS) defines Personally Identifiable Information (PII) as information directly obtained in the course of performing an administrative function on behalf of a public assistance program that can be used alone, or in conjunction with other information, to search or identify a specific individual(s). The SSA and other Federal laws and statutes define PII as information about an individual used to trace that individual's identity and can include items such as name, social security number, date and place of birth, mother's maiden name, biometric records, alone or combined with other personal or identifying information. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, name, social security number, date of birth, and driver's license or identification number. PII may be electronic, paper, verbal or recorded and includes statements made by, or attributed to, the individual. PII is private, confidential information in all branches of Tehama County Department of Social Services (TCDSS).

This confidentiality policy applies to any current or former data systems used by agency employees. These systems include, but are not limited to: Adult Protective Services (APS) Case Tracker; Case Management Information and Payrolling System (CMIPS II); California Statewide Automated Welfare System (CalSAWS); Child Welfare Services Case Management System (CWS/CMS); SafeMeasures; ad hoc tools; LEAPS; California Healthcare Eligibility, Enrollment and Retention (CalHEERS); Business Objects; Finance Live; Income Earnings Verification System (IEVS); Medical Eligibility Data System (MEDS); MEDSLite; and any County-created electronic

document. Information contained in these systems may be provided by clients, community partners, or State or Federal agencies, and is not to be disclosed to unauthorized parties. Access to these systems is only permitted to authorized staff and granted at a level necessary for them to complete their assigned duties. Access to systems containing confidential information including not limited to PII and SSA-Provided Information will be granted based on principles of least privilege, need-to-know, and separation of duties. Wrongful access or use of electronic systems and information for personal gain, curiosity, or any non-business related reason is unacceptable, prohibited use.

Safeguarding Confidential Client, SSA, FTI, or Other PII Information

Violation of confidentiality is a misdemeanor and may result in criminal charges under the California Welfare and Institution Code (W&I) Section 10850. A violation of this policy can also be cause for disciplinary action and/or dismissal from employment and/or service. All agency employees are bound by confidentiality except for mandated reporting obligations as outlines in (W&I) 10850(e), 15630 and Penal Code 11165.7. County employees must not disclose any information about an individual, including acknowledging whether or not the individual is receiving services, without that individual's consent. Therefore, it is important for all employees to understand the safeguarding requirements and what they can do to uphold these requirements.

Verbal Safeguards: Clients and their cases shall never be discussed outside of the department by any agency employee. This applies even after an employee is no longer with the agency. Current employees may not discuss client names or services with past employees. Clients and case specific information shall never be discussed with other agency staff unless collaboration is required to meet the client's needs. If an employee is approached outside the agency by a client who requests information related to their case, the employee is to direct the client to contact the office during business hours for the requested information. Before releasing any information verbally to a client, all employees are required to verify the identity of the client in order to establish their right to the requested information (see heading "Releasing Confidential Information With or Without Authorization").

Physical Safeguards: Confidential information, whether in paper or electronic form, shall not be left unattended at any time, unless locked in a file cabinet, file room, or in a closed office. Unattended means that information is not being watched over by authorized staff. Cases and client documents cannot be removed from the office without prior authorization. When confidential case information is being transported, the confidential information shall not be left unattended at any time, not checked in baggage, must be kept out of sight, and shall not be made accessible by anyone other than the authorized employee in the course of administering public social services. Confidential information is not to be left unattended on copy machines or printers within the office. MEDS screen prints, including MEDS Online POS (Point of Service) Inquiry (MOPI) screens, shall not leave the agency building. When viewing confidential information on a computer screen, agency employees must lock their computers before leaving the area so login credentials are required to view the information and incidental viewing of information is restricted. When visitors are in the work areas (either a member of the public or business partners), all confidential material is to be kept out of view until the visitor leaves the area. Destruction of all documentation with PII is only authorized in the locked/secure shred bins.

Technological Safeguards: TCDSS "Electronic Systems & Information Assets" policy outlines the restrictions of communicating confidential information via technology or in an electronic manner. Communicating and exchanging client information with a coworker on the TCDSS system (i.e., all emails with a tcdss.org address) is allowed if the coworker has a business reason to provide the client's information. All emails that must contain confidential content and are sent to an external email address must be sent using the TCDSS Secure E-Mail System Process (further outlined in the "Electronic Systems & Information Assets" policy). Utilizing the secure email process allows additional security, encryption, and authentication required to safeguard any client information from unintended recipients. Communicating via text message or email to clients shall never be conducted on personally owned devices. As outlined in the "Communication via Electronic Messaging" policy, County owned smart phones or tablets issued to agency staff can be used to conduct business with clients if the client has completed the "Request and Authorization to Share Information Electronically" form and they have been informed that no PII will be communicated through this process.

Inadvertent texts and emails can be a violation of confidentiality; therefore, staff communicating with clients in this manner shall confirm the identity of the recipient prior to sending information. Allowing clients or non-authorized personnel to utilize agency owned devices is also prohibited. All electronic devices will require a passcode to function, will automatically lock after a predetermined period of time of inactivity, and will not unlock after multiple failed attempts to log in with inaccurate credentials in order to safeguard the information on the device. TCDSS IT will manage all security profiles, tracking, and authentication processes for all devices having access to the TCDSS Network and systems as outlined in the "Smart Phone and Tablet Usage" policy.

Employees are expected to follow these behaviors meant to mitigate risk of network malware attacks:

- Use only authorized websites related to your work activity.
- If someone you don't know sends you an attachment via email or instant message, do not open it. Only open email attachments if you are expecting them and know what they contain.
- Never respond to emails that request personal information.
- Do not click on links in a suspicious email.

Releasing Confidential Information With or Without Authorization

Clients may authorize the department to release their confidential information to specific people or for specific purposes. The following is a list of entities to which confidential information may be released in appropriate circumstances associated with the administration of public assistance programs pursuant to Manual of Policies and Procedures (MPP) Division 19-004 & WIC Section 10850:

Release to Contractors – When the county enters into contract with either a public or private agency and confidential information is to be released, the contract must include verbiage to ensure compliance with the aforementioned division and W&I Code.

Release to Public Officials

- The District Attorney, County Counsel, California Department of Social Services (CDSS), California Department of Healthcare Services (DHCS), U.S. Health and Human Services, and county welfare departments within California are allowed access when the purpose is necessary for the administration of public social services.
- County Auditor/Audits are given access when it is necessary to perform fiscal audits and/or procedure reviews and to ensure that fiscal accountability is being maintained.
- Legislatures and their committees will be given the information when requested, but any release must include a warning citing W&I Code 10850. This informs them that releasing this information without a purpose associated with the administration of public services is a misdemeanor.

Release to Law Enforcement

- Welfare Fraud Investigations – Agency employees are authorized to cooperate fully with officers from the Special Investigations Unit (SIU) to the extent they are investigating a suspected welfare fraud incident. SIU shall have access to all County Welfare Department files, records, and personnel specific to the investigation they conduct, with the exception of taxpayer return information, which may only be disclosed with express authorization.
- Abuse/Neglect Investigations – TCDSS will work cooperatively with law enforcement regarding the investigation of suspected child, dependent adult or elder abuse and/or neglect cases (MPP 31-005, Penal Code 11166.3, MPP 33-510, and WIC 15633) as this is for the purpose of administering social services.
- Requests from Law Enforcement (W&I Code Sections 10850.3 and 10850.7) – These requests must be forwarded to the Program Manager and Deputy Director or Director for consideration and determination of compliance. When not using the information for the purpose of the administration of social services, law enforcement is allowed access to confidential information limited to: name,

address, telephone number, birth date, social security number and physical description for the following individuals. All requests must be made in writing from the head of the law enforcement agency, or by an employee of the agency so authorized and identified by name and title by the head of the agency in writing

- *Deceased Recipient* (If made via telephone, they are allowed 5 days to submit the written request.)
- *Customer where a warrant for felony or misdemeanor has been issued (limited to disbursement records for CalWORKs and social services cases other than Child Protective Services and Medi-Cal)*
- *CalFresh and CalWORKs case information may be released when:*
 - Customer is fleeing to avoid prosecution, custody, or confinement after conviction;
 - Customer is in violation of probation or parole;
 - Customer has information pertinent to Law Enforcement regarding persons fleeing or violating probation or parole;
 - Law Enforcement is tasked with locating or apprehending the customer;
 - The request is made in the proper exercise of official duty.

Release in Conjunction with a Lawsuit – Anytime a customer is a party or a plaintiff in a lawsuit with the state of California, the attorney representing the state can be given access to their records. However, the information contained within will only be disclosed if it applies to the case at hand. The court must also be made aware and held to the state laws and policies against further disclosure of this information.

Release to Schools – Information may be released to Superintendents and their designated representatives for the administration of federally assisted programs. They must be informed of the criminal prohibition from disclosing this information. We must also have a valid Memorandum of Understanding (MOU) in place with the school district.

Release to Parents Who Wish to be Reunited with Their Families – Agency staff are not to acknowledge whether or not the other parent receives aid. The other parent if aided must be contacted for permission to release the information unless the requesting parent alleges the child has been abducted or kidnapped. In these situations, Child Protective Services and law enforcement must be contacted.

Release to Research Organizations (MPP 19-004.8) – Information can be released to these organizations without the authorization of the applicant or recipient on the condition that the research company will supply in writing that they are meeting both the MPP Division and W&I Codes mentioned above.

Release to Application/Recipient or Authorized Representative – In general, an applicant/recipient and/or their representative has the right to any information that was supplied to the agency from them directly. Authorization to release this information can be provided in writing or verbally over the phone. Any telephone authorizations are considered one-time, or for this instance. The agency employee must adequately identify the customer by asking for multiple pieces of identifying information that can be referenced within the case to verify accuracy (ex. Case number, driver's license number, social security number, mother's maiden name, etc.). The customer must also clearly identify the party to whom they would like information released. Clients can also authorize the release of this information in writing. All authorizations must be dated, will expire one year from the date of authorization unless a short time period is specified, can be revoked by the client at any time, and will stand while a case is in the hearing process or under appeal unless revoked. In the client at any time, and will stand while a case is in the hearing process or under appeal unless revoked. In cases involving CalWORKs clients, no written authorization is needed for discussions when the authorized representative and the client are present.

- *Access to Case Records* – Case information held by CDSS, DHCS, or any agency supervised by CDSS can be viewed except for the following:
- *Privileged Information* – may NOT be released.

- This includes information that identifies an informer (Evidence Code Section 954) or attorney-client information and communications (Evidence Code Section 1041).
- Confidential minor health services may not be released to anyone other than the minor without the minor's consent.
- The possibility of privilege exists when information comes to TCDSS from a third party, without the customer's permission or knowledge. Further, a member of a household or Assistance Unit generally may not access a document that pertains to another member of the household unless the member who is the subject of the document has signed a written release authorizing the inspection. Examples include CWS case files containing information about multiple parents and siblings; status of children removed from the home by CWS; taxpayer return information; mental health and substance abuse treatment; domestic abuse; learning disabilities. (ACL 16-02)
- MPP 19-005.4 provides that a customer may inspect the case record including case narrative with the exception of privileged information.

Release to Medi-Cal Provider (All-County Welfare Director's Letter 08-04) – Medi-Cal providers are required to make a good faith effort to obtain needed information from the customer before contacting this agency. Should a Medi-Cal provider request customer information from the agency, staff must obtain the provider's name, telephone number and enough information to identify the customer. Information must be sufficient to assure staff that there is no question as to the identity of the provider or the customer. Once assured, staff may:

- Provide the customer's Medi-Cal Benefits Identification Card (BIC) number and date of birth.
- State if a customer is ineligible in a specific month, but provide no other information about an ineligible individual.
- Provide a reason for a denial if requested, should the provider need that in order to offer charity assistance to the individual.

Jury Duty – When an employee is called for jury selection and the employee knows the defendant is a client of TCDSS, the employee should respond to the question of "How do you know the defendant?" with the following statement: "I assert the official information privilege pursuant to Evidence Code Section 1040 subsection (G)(1)." If the employee is asked for more information, the employee should then ask to speak to the judge in private. In private, the employee should inform the judge that the defendant is a client of TCDSS. The employee should then wait for the judge to decide if that information is to be disclosed or not.

Friends/Relatives

Tehama County is a small community and it is a common occurrence to see familiar faces in the office. Employees are encouraged to be friendly with acquaintances, but should not engage in lengthy conversations. If a friend or family member begins a non-work related conversation with the employee in the lobby, the employee will politely explain that he/she will call them at home to finish the conversation.

Occasionally a close friend or relative may come into the office to apply for services. Regardless of how close the employee feels to this person, they may not want the employee to know why they are here. Client names and services are **never** to be discussed or disclosed outside of this department (this includes the employee's family).

Employees shall not work on, handle or otherwise involve themselves in the processing of any case for a client who is a relative or a friend. Employees shall not work on, handle or otherwise involve themselves in the processing of their own case. This includes accessing case information through computer systems.

Security Incident Reporting

Any potential breach/loss or unauthorized release of confidential information must be reported immediately upon discovery to the Deputy Director of Operations or designee. At that time, the determination of what

information was breached and to which State or Federal agency the breach should be reported will be made. If assistance is needed with this determination, the CDSS Fraud Bureau can be contacted for assistance. As outlined in the "Information Security Incident Reporting for Federal Tax Information and Social Security Administration Personally Identifiable Information" policy, if the breach is involving information that belongs to the Social Security Administration, California Department of Healthcare Services, or California Department of Social Services, the Deputy Director of Operations or designee will notify the appropriate state official. In instances where SSA-provided information has been breached, the loss must be reported immediately. In all other instances, a breach or loss must be reported within one working day.

The procedures to report a privacy and security incident or potential incident are as follows:

1. All staff must report the incident to their Supervisor and Manager or Deputy immediately.
2. The Manager, Deputy, or designee must complete the Privacy Incident Reporting Form, and return the completed form to the Deputy Director of Operations or designee immediately.
3. The submitted report must include what immediate actions were taken to prevent further unauthorized disclosure of data, and a corrective action plan.
4. The Deputy Director of Operations or designee will report incidents as required to DHCS and CDSS.

Attestation & Acknowledgment of Understanding

All employees are legally obligated to abide by the rules and regulations expressed in this policy. Violation of confidentiality is a misdemeanor and may result in criminal charges under the California Welfare and Institution Code 10850. A violation of this policy can also be cause for disciplinary action and/or dismissal from employment and/or service.

By signing this document, you are:

- ___ Agreeing to keep confidential and not disclose any Personally Identifiable Information and uphold the confidentiality of all information accessed as part of your assigned tasks in the administration of public social services for Tehama County; and
- ___ Certifying you accept and understand the potential criminal, civil, and administrative sanctions or penalties for unlawful access and/or disclosure, misuse, or any act constituting a security violation.

This attestation will be retained within the Department for 5 years from the signed date, or until your employment has ended.

Employee Name	Signature	Date

REFERENCES

- [ACIN I-11-14](#)
- [ACWDL 08-04](#)
- [ACL 07-29](#)
- [ACL 85-22](#)
- [ACL 16-02](#)
- [ACWDL 24-08](#)

- [California Department of Social Services' Manual of Policy and Procedures \(MPP\) Division 20 Recipient Fraud](#)
- [MPP Division 19 Confidentiality of Records Sections 19-002.1, 19-004, 19-005.1-.2 & 19-005.4](#)
- [California Evidence Code Section 954](#)
- [California Evidence Code Section 1041](#)
- [California Welfare and Institutions \(W&I\) Code Section 305-324.5](#)
- [W&I Code Section 10850](#)

[W&I Code Section 10850.3](#)

[W&I Code Section 10850.7](#)

[W&I Code Section 14100.2](#)

[W&I Code Section 15633.5](#)

[California Penal Code 11166.3](#)

[The Privacy Act of 1974](#)

[Social Security Act Sections 1137, 453, and 1106](#)

[SSA Technical System Security Requirements \(TSSR\)](#)

[IRS Publication 1075](#)

[TCDSS Policy: System Security Role Assignment](#)

[TCDSS Policy: Electronic Systems & Information Assets](#)

[TCDSS Policy: Communication via Electronic Messaging](#)

[TCDSS Policy: Information Security Incident Reporting](#)

[for Federal Tax Information and Social Security](#)

[Administration Personally Identifiable Information](#)

FORMS

[CW 2213 Response to Request to Inspect](#)

[Case Record \(CalWORKS, CalFresh, TCVAP](#)

[and Refugee Programs\)](#)

[EDD Confidentiality Agreement](#)

[MEDSLite Oath of Confidentiality](#)

[SOC 882 - County CMIPS II User ID](#)

[Confirmation](#)

**EXHIBIT F
SAMPLE INVOICE**

INVOICE		Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).			
CONTRACTOR NAME AND ADDRESS		INVOICE #:	FOR MONTH(S)/YEAR:		
0					
CONTRACTOR NAME AND ADDRESS		CONTRACT #:	PURPOSE/TITLE OF CONTRACT		
0			0		
BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)	
DIRECT SALARIES					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
DIRECT BENEFITS/FRINGE					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
DIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECT COSTS					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
DIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT SALARIES					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
INDIRECT BENEFITS/FRINGE					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
INDIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
INDIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INVOICE			\$ -		
TOTAL CONTRACT	\$ -			\$ -	\$ -